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The Solicitors' Journal.

LONDON, OCTOBER 21, 1871.

SIR LAWRENCE PEEL AND SIR J. COLVILLE have been appointed to act as paid members of the Judicial Committee under the Act of last session. These two retired Chief Justices of the Supreme Court of Calcutta have for some time acted as Indian assessors on the Privy Council under 3 & 4 Will 4, c. 41, s. 30, and at the time of the passing of the late Act it was understood that they would be two out of the four paid judges for whose appointment the act provided. Two more appointments have to be made under the Act, and as the sittings of the Judicial Committee are announced to commence on the 6th proximo, it is to be presumed that the appointments will shortly be announced. The judges to be appointed will doubtless be selected from the present judges of the superior courts at Westminster. It is understood that one of the appointments has been offered to Lord Penzance, but we believe that he has not as yet accepted it. The difficulty is probably created by the fact that the new Act contains no provision for the judges' clerks. Thus any judge appointed under it must either turn adrift an old servant or pension him at his own expense, and without any compensating increase in his own salary. This unfortunate economy will no doubt create a difficulty in the way of the acceptance of the appointment by others besides Lord Penzance. It is to be hoped some means will be found of overcoming it.

AT THE MICHAELMAS QUARTER SESSIONS for the county of Devon Sir Massey Lopes again drew attention to the question of the disallowances by the Treasury of the costs of criminal prosecutions. It will be remembered that Sir Massey obtained a return of the amount of these disallowances, upon which and upon the subject generally we have already commented (*ante* p. 761). The Court of Quarter Sessions resolved to petition the House of Commons to take the subject into their early consideration, several of the magistrates, however, expressing themselves in favour of applying directly to the Queen's Bench for a mandamus. The latter course would probably have been the more effective, as the early consideration of the House of Commons has already been bespoken for so many subjects, especially in the department of the Home Secretary, within which this seems to lie. The subject is, however, closely connected with the question of the appointment of public prosecutors, and if that should be dealt with this year we presume that the question of the costs of prosecutions will be finally disposed of, and that it will be made clear by Act of Parliament with whom the power of disallowance is to rest.

THE "FREEHOLD BENEFICE" question has again been before the revising barrister in Middlesex, and has also been raised in other courts. The barrister in Middlesex adheres to his decision given in 1869, when he held that an incumbent of a district church having a legal assignment of pew-rents was entitled to vote. In the same year

he decided that where there was no such assignment, and no glebe or house or tithe rent-charge on land in the parish where the claim was made, the incumbent was not entitled to vote. The decision on the latter point was upheld in *Kirton v. Dean* (18 W. R. 144), but the former decision to the effect that pew-rents do qualify has never been questioned by an appeal. In the present year, however, there seems to have been some difficulty in describing the nature of the qualification, and in one case the barrister is reported to have amended the third column by inserting "pew rents arising from freehold benefice."

This, of course, is sufficient for all practical purposes, but it cannot be considered quite correct. The pew rents are no qualification. It is the freehold interest in the church which is the real qualification, and the only importance of the pew-rents is to make the value sufficient, because if the incumbent has a bare freehold in the church, with no power to make any profit out of it, it would not qualify. The proper entry in the third column in these cases therefore undoubtedly is "freehold church," in analogy to "freehold house," "freehold land," etc. In the case of dissenting ministers, where they have been held qualified by pew-rents, the description has always been "freehold chapel." This case, of course, is exactly analogous, as there is no difference between the case of a minister of the Established Church and of any other communion, except that the barrister may assume that a beneficed clergyman of the Established Church holds his benefice for life, this being a matter of law of which he can take judicial notice, whereas in the case of another communion it would be a matter of fact requiring proof whether the minister was appointed for life, and thus had a freehold interest, or whether he held his office merely at will.

The description of the qualification is not, of course, a matter of great importance, but it is as well that all incumbents claiming their votes should see that they specify in their claims the incident or emolument of their benefice that gives them a vote, and not claim simply for "freehold benefice," a term equally applicable to the case like those in *Kirton v. Dean*, where there is no qualification at all. The claim should be for "freehold glebe" or "freehold rectory (or vicarage) house," where these exist. Next to these the best subject to claim for is "freehold tithe rent-charge," but this is objectionable because the names of the owners of the land have to be given in the fourth column, and if these change a fresh description is required. If the incumbent has none of these things attached to his benefice, and so has to fall back upon the pew-rents, probably the best description of the nature of the qualification he could give would be "freehold church with right to pew-rents." Of course, if the description was merely given, as has been commonly done, "freehold benefice," the description, though incorrect, because equally consistent with the non-existence of a qualification as with its existence, is still one which the barrister may amend. This, however, necessitates proof of what the qualification is, which, if the claim is definite, may probably not be required.

WE REPORT TO DAY in another column some more cases decided in county courts, and by Mr. Justice Byles at Judges' Chambers, upon the question of the personal liability of attorneys to sheriffs' officers for their fees for executing (or, in some cases, not executing) writs of execution. The superior court cases upon the points in question do not seem quite so uniform as the county court cases, which have been rather frequent of late, and which we have reported from time to time. It is satisfactory, therefore, to find that, although Mr. Justice Byles refused to remove one of the cases into the superior court (expressing, apparently, an opinion that the law might, if necessary, be more conveniently settled by an appeal from the county court decision), there is a prospect that any doubts which remain will be removed by the decision of the case which is to be stated by way of

appeal from the decision at the City of London Court. All the cases upon the subject will be found cited in the reports we publish to-day.

JUDICIAL STATISTICS, 1870.

PART II.

Under the peculiar jurisdiction of the Crown side of the Court of Queen's Bench the returns are given as in previous years, and present no material variation. In the three superior courts of common law the number of writs of summons issued was 72,660, being 9,118 less than in 1869; and 60,500 less than in 1866, in which year the highest number was recorded. The number of appearances entered was 23,577 as against 27,549, in the previous year; 27,634 judgments were entered up as against 30,152, and 17,725 executions issued as against 23,679 in the previous year. In the total number of proceedings in 1870, under the heading of "process issued" there is a decrease of 22,495 or 18.4 per cent., under that of "matters heard" there is an increase of 100 or 8.0 per cent. The Debtors Act, 1869, came into operation on the 1st of January, 1870, and in consequence of the abolition of imprisonment for debt no writs of *capias* were issued during the year; in 1869 479 such writs were issued.

The amount of fees paid in respect of the several proceedings in 1870 was £52,593 19s. 6d., being £16,399 more than in the previous year. The number of bills of costs taxed in the Court of Exchequer in 1870, exclusive of bills taxed under the statute, was 4,010, as against 4,521 in 1869, 4,971 in 1868, and 8,930 in 1867; no return is given under this heading in the Court of Queen's Bench nor for the Court of Common Pleas.

The Master of the Court of Common Pleas has made his return under the Parliamentary Elections Act, 1868, of the number of petitions presented, with the result of trial. This is a return which is interesting to non-legal as well as to legal readers, and we therefore add a table showing the return for 1869 as well as for 1870:

	1870	1869
Petitions presented ...	5	74
" declared void ...	2	13
" declared valid ...	2	28
" not yet tried ...	1	—
" withdrawn by judge's order ...	—	25
" filed, but no security given ...	—	7
" proceedings stayed by rule of Court ...	—	1

The petitions under this Act will naturally be a fluctuating quantity dependent on general elections and on the number of seats becoming vacant from time to time. In respect of these petitions the bills of costs presented for taxation amounted in 1870 to £15,499, and in 1869 to £38,113.

The returns of the Associates of the three superior Courts of Common Law, and of the clerks of assize and the clerks of the Crown, show that the total number of remanets from the year 1869 was 294, and that 2,212 cases were entered for trial at Westminster; that 1,051 of these were withdrawn or struck out, and 232 were undefended; 94 were made remanets, and 159 were stayed; and the number of defended cases tried at Westminster was 972. There were 1,183 causes entered for trial at Nisi Prius, of which 849 were tried, 317 were withdrawn or struck out, and 17 were made remanets. In the year 1869 the number of remanets from 1868 was 318; the cases entered for trial at Westminster were 2,810, there were 1,407 withdrawn or struck out, 356 were undefended, 298 were made remanets, and 1,067 were defended and tried. All these latter numbers are larger than those of 1870. There were entered for trial at Nisi Prius in 1869 1,376 causes, of which 911 were tried, and 431 were withdrawn or struck out, leaving 34 remanets. All these numbers are larger than those of

1870. Besides the above, there were in the year 1870 entered for trial 236 causes from the Common Pleas of Lancaster, 2 from the Common Pleas of Durham, and 7 from the Court of Probate, of which 163 were tried and 77 withdrawn. The number of causes entered in 1869 was 39 from the Common Pleas of Lancaster, 3 from that of Durham, and 3 from the Court of Probate, of which 34 were tried.

In the offices of the several courts there were 27,634 judgments entered up, being 2,518 less than in 1869, and 2,817 less than in 1868. At Westminster and on circuit 2,632 causes were entered for trial, being 212 less than in 1869, and 300 less than in 1868. In the causes entered for trial in 1868 the verdict was for the plaintiff in 1,530 instances, and for the defendant in 346, and the record was withdrawn in 291. The total amount recovered in 1870 was £369,503, and in 1869 £455,594. There were 17,725 writs of execution issued in 1870, as against 23,679 in 1869, and 23,111 in 1868. Rules for a new trial were refused in 137 cases, and in 222 cases a rule *nisi* was granted, of which rules *nisi* 96 were made absolute and 103 discharged, and in 1 case the Court was divided. There is but little variation in these numbers from those for 1869, the balance being upon the whole in favour of 1870.

To the 72,660 writs of summons 23,577 appearances were entered, as before stated, the remaining 49,083, or 67.5 per cent. of the causes commenced, may be presumed to have been settled between the parties. Of the cases in which appearances were entered, 3,395, or 14.4 per cent., were entered for trial, of which 1,846, or 54.3 per cent. were brought to trial, and of this number 232 were undefended. There remained for the decision of a jury only 2.5 per cent. of all the cases commenced by writ of summons; in 1869 the proportion was 2.8 per cent., and 2.9 per cent. in 1868.

In judges' chambers the number of summonses issued was 52,764, as against 55,826 in 1869, and 57,531 in 1868; and taking the whole of the different proceedings in all the chambers of the three superior Courts of Common Law, it appears that they numbered 17,257 less in 1870 than in 1869.

Proceedings in error, including remanets from the previous year, numbered 56, as against 63 in 1869; of these it appears that 49 were disposed of, as against 44 in 1869, and 16 were remanets or stood for judgment.

The suitors' fund in the three superior courts amounted at the beginning of the year to £112,890 12s. 8d., and during the year there was paid in the sum of £142,501 14s., making a total of £255,392 6s. 8d. Out of this sum was paid during the year the sum of £185,943 7s. 8d., leaving a balance of £69,448 19s. as the amount of the fund at the end of the year. The amount of fees received in stamps to the 31st of March, 1871, was £81,136 16s. 6d., being £10,161 14s. 11d. less than in the year ending 31st of March, 1870, and following a decrease of £2,499 4s. 9d. in the previous year. The payments made for salaries, for compensation to holders of abolished offices, for rent, &c., and travelling on circuit, exceeded the amount of the fees received by £20,638 10s. 6d.

In the 59 county court circuits in England and Wales in which courts are held in 521 different places, there were issued 912,795 plaints in 1870, including 497 cases from the superior courts. Of the 523,340 causes determined, 921 were tried by a jury, and in 505,744 cases the verdict was for the plaintiff. In the year 1869 the plaints numbered 940,935, the causes determined were 545,973, and the verdict was for the plaintiff in 527,802 cases. The courts sat on 8,085 days in 1870, being 67 more than in 1869. The average number of causes determined for each day of the sittings was 64.7, as against 68.5 in 1869. Judgment summonses were issued in 113,411 cases, and 61,474 of these were heard; 26,337 warrants of commitment were issued, and 6,597 debtors were imprisoned. The executions issued against goods were 179,822 in number. There is a decrease in the number of judgment summonses issued of 12,651, and

of 5,893 in the number of those heard; of 7,962 in the warrants of commitment issued, and of 3,112 in the number of debtors imprisoned. There were 31 more executions against goods issued in 1870 than in 1869. The total amount for which plaintiffs were entered was £2,644,762 in 1870, and £2,622,565 in 1869. On original hearing the amount recovered was £1,321,223 in 1870, and £1,326,901 in 1869; the costs amounted to £62,319 and £60,274 respectively, and the amount of fees on all proceedings was £352,845 in 1870, and £357,494 in 1869.

The equitable jurisdiction of the county courts conferred by the Act 28 & 29 Vict. c. 99, may now be supposed to have arrived at the stage in which the business transacted has ceased to be influenced by considerations which affected it in its earliest times. The year 1870 was the fifth year during which equity jurisdiction has been exercised by the county courts, and the following table, showing the amount of the business for that year and the two years preceding, gives a fair average view of the working of the Act so far as indicated by the use made of it:—

	1870.	1869.	1868.
Total number of equitable suits or proceedings	668	750	679
Number of plaintiffs entered—			
For administration of estates ...	212	248	236
For the execution of trusts ...	24	54	54
For foreclosure or redemption or for enforcing any charge or lien	143	120	104
For specific performance	90	115	87
For delivery up or cancelling any agreement for sale or purchase	8	10	8
For the dissolution or winding up of a partnership	58	61	54
Number of petitions or notices filed	132	116	115
	1,335	1,474	1,337

The number of appeals to the Court of Chancery was 5 in 1870 and 9 in 1869.

The Admiralty jurisdiction exercised by the county courts and the City of London Court respectively resulted as follows:—

	County Courts.		City of London Court.	
	1870.	1869.	1870.	1869.
Total number of admiralty suits or proceedings ...	375	337	147	125
Arrests of vessels	144	99	43	45
Final decrees	131	123	63	40
Amount of fees	£1501	£1278	£494	£439
Suits or proceedings pending	68	59	72	44
Appeals	1	3	3	6
Transferred to the High Court of Admiralty	6	2	6	

Under the Act 31 & 32 Vict. c. 71 admiralty jurisdiction may be conferred on any county court, and accordingly 36 county courts have been appointed to have admiralty jurisdiction. This jurisdiction having been in operation for two years only it will appear clearly from the foregoing table what has been the extent to which suitors have availed themselves of it.

In the City of London Court 12,578 plaintiffs were entered as against 16,301 in 1869; 44 cases were transferred from the superior courts as against 57 in 1869. The causes determined were 5,597, of which number 50 were decided by a jury. The Court sat on 137 days as against 193 in 1869. In every item of the returns of this Court there appears a marked decrease in the amount of business. There was also a small amount of equity business in the City of London Court comprised in 9 suits and a total of 15 proceedings as against 20 in 1869.

Of the 26 courts of local jurisdiction only 19 transacted any business during the year 1870. In two of those courts only one plaintiff was entered in each. In the Southwark Court of Record 8 plaintiffs were entered in 1870, but in 1869 there were no proceedings. In the

Salford Hundred Court of Record 7,950 writs were issued in 1870 for an aggregate amount of £297,552 as against 8,301 writs for an aggregate of £111,723 in 1869. For the remaining courts the total number of plaintiffs entered in 1870 was 4,898 for an aggregate amount of £102,428 as against 5,845 plaintiffs for an aggregate amount of £177,286 in 1869. With the exception of the Liverpool Court of Passage and the Salford Hundred Court of Record the business of all these courts of local jurisdiction appears to be very small, and the resort of suitors to them is evidently on the decrease.

In the Lord Mayor's Court, London, the number of actions entered in 1870 was 14,944, exceeding the number for the previous year by 1,982. The number of foreign attachments issued was 1,109 for a total amount of £1,159,427, as against 995 for £375,427 in 1869. On the equity side of the court there were nine bills of complaint, being 2 more than in 1869. There is a steady increase in the business of this court.

In the Court of the Vice-Warden of the Stannaries there were in Equity 21 petitions, 32 interlocutory orders, 59 registrars' summonses, orders and certificates, and 15 registrars' reports; in the year 1869 there were 25 petitions, 36 interlocutory orders, 116 summonses, &c., and 17 registrars' reports. Under the common law jurisdiction there were in Cornwall 6 writs issued as against 3 in 1869; in Devon there were no proceedings at common law. There were 15 petitions for winding up under the Companies Act, and 8 orders for winding up were made; in 1869, the numbers were 26 and 14. There were still pending 142 petitions for winding-up. In 1870 there were five appeals, and 3 in 1869. The total amount of debts claimed and adjudicated upon was £15,853 in 1870, as against £28,798 in 1869.

The last return made under the Bankruptcy Act, 1861, was for the year ending the 11th Oct., 1869; the Bankruptcy Act, 1869 (32 & 33 Vict. c. 71), came into operation on the 1st of January, 1870. During the period between the 11th October, 1869, and the 1st January, 1870, there were 4,442 adjudications in bankruptcy. This is a very large number for a period of less than three months, seeing that in the whole of the year ending the 11th of October, 1869, there were only 10,396 adjudications.

Under the Bankruptcy Act, 1869, the return is for the whole of the year 1870, and shows that in that period 1,351 adjudications in bankruptcy were made, 105 were annulled, 18 bankruptcies were closed, and 1,228 were pending. The total liabilities of these bankrupts amounted to £7,932,520, and the estimated assets to £3,056,832; but the assets realised only reached the sum of £1,100,449 3s. 6d., but in the large number of bankruptcies still pending it is reasonable to expect a large addition to this amount. Out of the sum realised £811,795 7s. 4d. was paid away as dividends. Under the heading of liquidation by arrangement it appears that there were 4,288 petitions filed, 2,035 resolutions registered, 531 resolutions for discharge, and that the gross amount of debts in these cases was £6,230,287. There were also 1,616 cases in which a composition was made with creditors for debts amounting in gross to £3,293,622, and that the gross amount of the assets in these cases was £1,180,753. In only 156 cases did the composition exceed 10s. in the pound. During the year there were 59 bankruptcy appeals to the Court of Appeal in Chancery; in 20 cases the decision of the Court of Bankruptcy was affirmed, in 24 reversed, and in 6 varied; 9 appeals were withdrawn or pending. The number of appeals to the Chief Judge in Bankruptcy was 59; in 14 appeals the Chief Judge affirmed the decision of the Registrar, and reversed or varied it in 19; there were 13 appeals withdrawn or pending. In returns under the late Bankruptcy Act we always found one from the Accountant in Bankruptcy, showing the entire revenue and expenditure of the Court, but in the returns for 1870 there is no equivalent given for this, and we are therefore deprived of a most interesting item of information.

LEGISLATION OF THE YEAR 1871.

CAP. LXIII.—*An Act to amend the law respecting the granting of charters in certain cases.*

No one but the Crown or Parliament can create a body corporate, excepting indeed such persons as have already had that power granted to them by charter; such, for instance, as the Chancellor of the University of Oxford, who already has by charter the power of erecting corporations, and has repeatedly exercised it. The modern usage as to applications for charters is that applications are referred by the Sovereign to the Privy Council, who report on the application. The present statute provides that a copy of every application for a charter for a college or university, which may hereafter be so refused, shall be laid before both Houses of Parliament not less than thirty days before the Privy Council present their report.

CAP. LXVI.—*An Act to amend the law relating to private chapels, and to chapels belonging to colleges, schools, hospitals, and other public institutions.*

This Act empowers the ordinary to license clergymen to minister in private chapels (consecrated or unconsecrated) of institutions, as he might already license them for chapels belonging to private individuals; but the minister is not to solemnise marriages.

CAP. LXVII.—*An Act to amend the Municipal Corporation Act of 1859, with respect to the division of boroughs into wards.*

The first part of the amended statute (22 Vict. c. 36, which by the way is headed in the statute book the Municipal Elections Act, although by the 15th section it is provided that it may be quoted by the title used in the amending Act) provides for the division of boroughs into wards (or for the alteration of existing wards) upon petition by the council of the borough to the magistrates. Under section 2 a barrister is then appointed by the senior judge of assize to set out the wards and apportion the number of councillors among them. Section 3 concerns various statutory powers which the barrister is to have, and provides for his remuneration out of the borough fund. And section 4 purports to provide the manner in which the councillors are to go out of office subsequently to the first November election of councillors after the division or alteration. This section 4, however, was very difficult to understand, and the present amending Act repeals it and substitutes another. The new section enacts that the revising barrister is to apportion all the councillors; and in the case of an alteration of the wards he is to adjust so that, as far as may be, each councillor shall continue to represent as large a number as possible of his former constituents.

The amending Act seems imbued with some of the uncertainty which was to be found in the repealed section. It is, however, preferable to it, in this respect, that it puts the solution of its difficulties upon the barrister to be appointed under the Act, and his decision apparently is to be final.

Thus, although his task in carrying out the Act will not be an easy one, there will be no further difficulties after he has made his award or certificate.

CAP. LXX.—*An Act for constituting a Local Government Board and vesting therein certain functions of the Secretary of State and Privy Council concerning the public health and local government, together with the powers and duties of the Poor Law Board.*

It is sufficient in this place to say of this Act that it abolishes the Poor Law Board and transfers its powers and duties and its staff to a new board to be called the Local Government Board. In addition to the functions of the old Poor Law Board the Local Government Board are to have the powers and duties vested in and imposed on the Secretaries of State and Privy Council under a number of statutes (enumerated in two schedules), re-

specting registration of births, &c., public health, public improvements, &c., &c.

CAP. LXXI.—*An Act to amend the Public Libraries Act, 1855.*

An Act was passed in 1850 to promote the establishment of public free libraries. That Act was repealed in 1855, and an Act of the latter year substituted (18 & 19 Vict. c. 70), by which the subject has hitherto been governed. The Act of 1855 authorises the formation of libraries in Municipal Boroughs, Improvement Act districts, or parishes numbering over 5,000 inhabitants, upon votes of more than two-thirds of the ratepayers present at a meeting convened, in the municipal boroughs by the mayor at the request of the town council; in districts under Improvement Acts by the board at the request of ten ratepayers; and in parishes by the overseers of the poor at the request of ten ratepayers. The library and its management to be vested in the three cases above mentioned in the town council, the board, or certain commissioners elected in vestry. The expenses of adopting or carrying the Act into execution to be provided for by a rate in the nature of a poor-rate, but made at a lower assessment and limited in amount. Section 15 provided that for the purposes of this rate the clauses and powers of the Towns Improvement Act, 1847 (10 & 11 Vict. c. 34), should apply, but the present Act is intended to substitute in districts under Local Government Acts the powers of the Local Government Board for the district. The present Act also widens somewhat the power under the Act of 1855 of borrowing on security of rates.

CAP. LXXIV.—*An Act to abolish days of grace in the case of bills of exchange and promissory notes payable at sight or on presentation.*

This Act enacts that for all purposes whatever, including stamp duty, a bill of exchange or promissory note, drawn after the passing of the Act (14th August, 1871), and purporting to be payable at sight or on presentation, shall be deemed to be payable on demand. The result seems to be that as to the case of promissory notes the title of the Act will fairly describe the whole alteration effected in the law. Promissory notes payable on demand and at sight do not substantially differ except that in the one case it is clear there are no days of grace, while in the other case, as also with bills payable at sight, the authorities say that it is doubtful whether days of grace can be demanded, but that the better opinion is that they can. The doubt has existed so long without any one caring to have it decided by raising it in a court of law, that it may be assumed to have been practically solved. Certainty is, however, always desirable, and it is now obtained. It is somewhat curious, however, that the case in which the Legislature should first abolish days of grace is the only one in which it is easy, or even possible, to invent a plausible argument in favour of their existence. Why a man accepting a bill at two months should have two months and three days to pay no one can say, but reasons might be suggested why a man accepting a bill drawn on him at sight should be allowed three days after acceptance before the payment is considered due. Where this is wished, however, the bill may be made payable so many days after sight, though this would now involve a heavier stamp. In the case of bills of exchange, however, the abolition of the days of grace is by no means the only, and perhaps not the most important, alteration of the law. Bills at sight will now only require a penny stamp whatever their amount, and not an *ad valorem* stamp. This is a concession of considerable importance, and in a modified form the benefit of it is extended to bills drawn between the first of January last and the passing of the Act, by the 4th section, which enacts that such bills, if improperly stamped, may be admitted in evidence on payment of the difference between the amount of the stamp they bear and that which they should have borne. There is another point, however, in which the law as to bills payable at sight will apparently

be altered, and that is by the abolition of the necessity for presentment for acceptance. It would seem that if they are to be deemed for all purposes as payable on demand, they may be at once presented for payment without any acceptance. "Sight," in law (as applied to a bill of exchange), means not simply ocular inspection of the document, but acceptance or protest for non-acceptance as the case may be. In the case of notes, however, it at present means much the same as "demand." It has been held that a merchant to whom a bill of exchange at or after sight is presented for acceptance is entitled to twenty-four hours to consider whether he will accept or not. It would seem that this will not be the case for the future, and if the drawee should ask time for consideration, it may be questionable whether the holder could grant it without placing himself at a considerable disadvantage as regards his duty of giving notice of dishonour to prior parties. As regards foreign bills (which probably constitute the majority of bills at sight), of course these questions may depend upon the *lex loci contractus*, and not upon our English law. It seems by no means impossible that this Act may give rise to questions which its title at all events, or even a hasty perusal of the text, would never suggest.

CAP. LXXVIII.—An Act to amend the law respecting the inspection and regulation of railways.

There have been several Railway Regulation Acts passed between 1840 and the present year. The reader probably remembers the Railway Regulation Act of 1868 (31 & 32 Vict. c. 119), upon which we commented at some length (12 S. J. 1023). A Railways Bill was introduced into Parliament last session by Sir H. Selwyn-Ibbetson, which, besides various commendable clauses about signalling and so forth, contained some provisions for a special tribunal to assess compensation for accidents and a limitation of companies' liability. The principle of the latter provisions will, we hope, never be adopted by Parliament. Sir H. Selwyn-Ibbetson's bill, however, was withdrawn on the introduction by the Government of the bill of which the present Act is the enactment.

The Act, in the first place, provides for a systematic inquiry, by inspectors appointed by the Board of Trade, into every railway accident (as defined by clause 6). Hitherto the only inquiry which could take place was the coroner's inquest, and that, of course, only where the accident had proved fatal.

Besides ordinary inquiries into the causes of accidents, the Board of Trade are empowered to order an inspection of a railway generally, though no accident may have happened. The inspectors are empowered for the purposes of their inspection to examine every part of the railway and its stations, plant and machinery; they may summon the attendance of all employes of the company, and may require the production of any books and documents they may think necessary. In the case of accidents the Board are empowered by section 7 to direct, if they see cause, "a more formal investigation," and may "direct the county court judge, stipendiary magistrate, metropolitan police magistrate, or other person or persons named in the order to hold the same with the assistance of an inspector or any other assessor or assessors named in the order." This more formal inquiry is to be held "in open court," and with power of examining witnesses on oath. When a coroner is about to hold an inquest on an accident case, an inspector may be sent to act as his assessor.

All railway companies are, under penalties, required to notify their accidents to the Board of Trade; and by another part of the Act companies are, under penalty, to furnish annual returns of capital, traffic, and working expenditure.

There are clauses providing punishments for persons who, after tender of their expenses, and without "reasonable excuse" (*onus probandi* on themselves), disobey an inspector or court's summons to attend; and also punish-

ments for mischievous boys who sling stones, &c., on railways, with some minor provisions.

The first section provides that the Act shall be construed as one with the Railways Regulation Act, 1868, and some other special Acts, and that those Acts and this Act may be cited together as the Regulation of Railways Acts, 1840 to 1871. Thus the Act of 1869 (32 & 33 Vict. c. 6), which repealed part of the Act of 1868, is excluded, though the matter is not of much importance.

CAP. LXXIX.—An Act to protect the goods of lodgers against distresses for rent due to the superior landlord.

"Whereas, lodgers are subjected to great loss and injustice by the exercise of the power possessed by the superior landlord to levy a distress on their furniture, goods, and chattels for arrears of rent due to such superior landlord by his immediate lessee or tenant," this Act, which was preceded by several impracticable impossible bills aimed at the same object, is intended to supply a remedy.

The Act does not simply assimilate the case of distress to that of an execution, in which case the levy itself on the lodger's goods on an execution against his landlord is actionable; but it provides that on the lodger's goods being distrained for rent due to the superior landlord, the lodger may serve the superior landlord, or the bailiff or agent employed, with a declaration (accompanied by an inventory) stating that the goods are the lodger's. The declaration will also state what (if any) rent is owing by the lodger to his own landlord, and the lodger "may" pay that to the superior landlord in discharge of the debt due to him. If the distress is persisted in after this, the lodger may apply to a stipendiary magistrate or to two justices of the peace to order the restoration of his goods; the bench will inquire into the case and "make such order for the recovery of the goods or otherwise" as they may think fit. And the superior landlord is also to be liable to an action at law for persisting with the distress after the forms of the Act have been complied with, but not for the original seizure, and in such action the truth of the declaration and inventory may also be inquired into. The Act might reasonably have given the superior landlord, in lieu of what he now loses, the power of attaching in the hands of the lodger the future rent as it accrues due from him to his immediate landlord. It does not, however, seem even to be compulsory on the lodger to pay to the superior landlord his arrears due at the time of the levy. The 3rd section provides that any payment so made as above by the lodger to the superior landlord shall be deemed a valid payment as against his own landlord.

The Act does not attempt any definition of what is a "lodger"; a question which has much exercised revising barristers and registration agents, and which even induced Byles, J., in *Barnes v. Peters* (17 W. R. 970, L. R. 4 C. P. 539), to declare that he should abstain from all public attempts at making the definition.

RECENT DECISIONS.

EQUITY.

DIRECTORS' QUALIFICATIONS—PAID-UP SHARES.

Re. Empire Assurance Corporation, Leech's case, L.J., 19 W. R. 664.

We noticed this case after it was decided by the Vice-Chancellor (*ante* p. 306). The decision has now been affirmed by the Lord Justices, and seems to point to this conclusion, that a person who agrees to become a director of a company, and must therefore be taken to know what the qualification of a director is, is estopped from saying that he has not consented to become a shareholder of the company in respect of so many shares as make up the qualification. The principal difference between this case and the *Marguir v. Abercorn's case* (10 W. R. 548) appears to be that the

Marquis of Abercorn had not acted as a director, nor had he any direct notice that the holding of any shares was necessary to a director, and the Court of Appeal were unwilling to put him on the list of contributories solely on the ground of constructive notice. *Leeke's case* resembles *Re Disderi & Co.* (19 W. R. 175), where several persons became directors of the company at the request of the promoter, who agreed to qualify them, and accordingly gave each of them a cheque for the amount of his proper number of shares, with which he paid the secretary for such shares, and the cash part of the price agreed to be given to the promoter was immediately afterwards paid by the secretary handing back the very same cheques to the promoter, in accordance with an understanding between all parties to that effect. In *Leeke's case*, however, there was no suggestion that Admiral Leeke was in any way party or privy to the device whereby it was attempted to treat his shares as fully paid up. He could not be heard to say that he was not a shareholder, because he had agreed to become a director, and he could not be heard to say that his shares were fully paid up, because he was not, nor were his executors, entitled to avail themselves of the fraud of the promoter. Besides, according to the dictum in *Stock's case* (12 W. R. 995), a qualification cannot be obtained by means of nominally paid-up shares, but the director must pay for them either in money or in money's worth, and a juggle of the character disclosed in *Leeke's case*, and *Re Disderi & Co.*, will not supply the place of actual payment, whether the director receiving the shares be privy or not to the fraud.

**PRACTICE ON TRANSFER OF PUBLIC-HOUSE LICENCES—
GENERAL LICENSING ACT, 9 GEO. IV. c. 61.**

Cowles v. Gale, M.R., 19 W. R. 866.

This was a singular case. The executors of a deceased publican, instead of obtaining a protection order under the 14th section of the General Licensing Act, renewed the expiring licence in the name of the publican, ignoring the fact of his death. Accordingly when the house was about to be sold, and the change-day came, the purchaser took the objection that the contract could not be completed, because the licence stood in the name of a dead man and was therefore no licence at all. It is well settled that on the sale and purchase of a licensed public-house time is of the essence of the contract (*Day v. Lühke*, 16 W. R. 717, L. R. 5 Eq. 836, following *Dakin v. Cope*, 2 Russ. 170, and *Seaton v. Mapp*, 2 Coll. 556) because it is one of those cases in which vacant possession on or before a particular day is essential (*Nokes v. Kilmorey*, 1 De G. & Sm. 444); wherefore, if on the day of the "change," as it is called in the trade, the vendor is not in a position to procure a transfer of the licence, the purchaser is entitled to repudiate the contract. In *Day v. Lühke* (sup.) it was held that where the conditions of sale are silent on the subject, or in the absence of an express stipulation to the contrary, the purchaser is entitled to a transfer under the 11th section of the General Licensing Act (9 Geo. 4, c. 61), and it is not enough if the vendor be only in a position to procure a transfer under the 14th section. The transfer under the 4th and 11th sections is effected either by an endorsement by the justices, or by the grant of a new licence in the terms of the notice of the incoming's intention to apply for a licence; and under it the transfer of a licence is a matter of course at the expiration of the five days required by the Act, unless the magistrates have information that the proposed transferee is an objectionable person. But the 14th section, according to Chief Justice Bovill, in *Clayden v. Green* (16 W. R. 1126, L. R. 3 C. P. 511, 519), applies to various contingencies; for example, to the case of the death, infirmity, bankruptcy, or insolvency of the person licensed, or of his omission to apply for the renewal of his licence, or of the destruction of the premises by fire, tempest, or other unforeseen calamity; and it enacts that in such cases, and in such cases only, it shall be lawful for the justices in

special sessions to grant a licence. In these cases there is an inquiry to be gone into, and a species of judicial discretion to be exercised by the magistrates; so that a vendor who has agreed generally to assign his licence must do so, if required, under the 11th section, and is not entitled to bolster up his title by taking proceedings to effectuate a transfer under the 14th section.

The defendant, therefore, in *Cowles v. Gale* (sup.) would have been entitled to repudiate the contract, but for the fact that, according to the practice of the Romford district, within which the public-house was situate, the plaintiffs were able to make a safe and unimpeachable title. It appears to be the practice in that district, when a publican dies, for his executors, instead of obtaining a protection order under the 14th section, to indorse the licence, and their endorsement is accepted as a valid transfer of the licence, which is accordingly renewed in the name of the purchaser. This circumstance, coupled with the consideration that if the proceeding was irregular the penalty would have fallen on the executors, and not on the purchaser, induced the Master of the Rolls to decree specific performance.

**BEQUESTS TOWARDS THE ERECTION OR ENDOWMENT
OF CHURCHES AND CHAPELS.**

Pratt v. Harvey, V.C.W., 19 W. R. 950.

It may be regarded as established that, where a legacy is given towards the erection of a church or chapel, the gift is within the Statute of Mortmain, and is invalid, unless the acquisition of land for the purpose be excluded. In *Booth v. Carter* (L. R. 3 Eq. 757) the Master of the Rolls, acknowledging that he was going a shade further than the cases had already gone, upheld a legacy for the erection of a chapel, which was left on terms that would allow of land being purchased, there being however land already vested in the donees, suitable for the erection of a chapel, on which the legacy might be expended. It may be doubted whether the Court was entitled to look at an extrinsic circumstance of this character; but at all events the later case of *Re Watmough's Trusts* (17 W. R. 959, L. R. 5 Eq. 272) may be viewed as establishing the principle already referred to, viz., that such a legacy, to be valid, must in terms exclude the acquisition of land, for it is not enough that there should be land already in mortmain (*Attorney-General v. Davies*, 9 Ves. 535), and extrinsic evidence as to the intention of the testator is inadmissible (*Giblett v. Hobson*, 3 My. & K. 517). In *Pratt v. Harvey* (sup.) there was a legacy towards the expense of building a church, with a proviso that if the church should not be commenced within a certain time, or built within a certain distance from a specified place, the legacy should not be payable. It was contended that the proviso by implication excluded the purchase of land, by pointing to its acquisition from some other source of charity, but the Vice-Chancellor held that the legacy must fail, for that it did not expressly exclude the acquisition of land, which, according to *Re Watmough's Trust* (sup.), is necessary in order that the gift may be valid, unless there be a direction that the legacy is to be expended on land already in mortmain.

COMMON LAW.

COVENANT FOR TITLE.

Coates v. Collins, Q.B., 19 W. R. 1109.

In the assignment of a lease for three lives, the vendor conveyed the premises to the plaintiff to hold "for and during the lives of W., J., and H., and the survivors and survivor of them," and covenanted that the lease "is a good valid and subsisting lease in the law for the lives of the said W., J., and H., and the survivors and survivor of them, and that the same is not forfeited, surrendered, or becomes void or voidable." The purchaser contended that this was a warranty that the three lives were still in being, and sued the purchaser on his covenant, one life having dropped before the assignment. But the

majority of the Court (Blackburn and Mellor, JJ., Lush, J., dissenting) held that the covenant only amounted to a warranty that the lease was valid and subsisting, and that the words referring to the lives were only words of description. We shall be curious to know whether this decision is approved by conveyancers. In the assignment of a lease for a term of years the period for which the premises are assigned is always described as the "residue of the term," and the covenants follow the same form; and even if such an assignment affected to convey the term simply and covenanted accordingly, it would be impossible to read it as referring to anything but a residue (unless the lease were reversionary), because not only would the description of the term show upon the face of the deed what the existing quantity of it was, but the very fact of a present term being assigned would show that it was already partially expired. But there was nothing in the present deed to show, nor did the facts import, that any one of the lives had dropped; and the words which the majority of the Court held to be mere words of description were not only unnecessary—they were misleading. They were a correct description of the lease as originally granted; but, describing it as if the three contingencies on the happening of which it would expire had still to be accomplished, they were a misdescription of it as it then existed. Whether this is or is not a misdescription may be tested by asking whether, if a man offered for sale a lease for three lives, when in fact only two or even only one of the lives remained in existence, he could enforce specific performance or bring an action against the purchaser for non-completion of the contract? We should have thought that he certainly could not. Again, it is a misdescription where a true description may be expected; for it is usual in such cases to recite the fact of a life having dropped, and to convey and covenant accordingly. And suppose the dropping of one life had been recited, and the conveyance and covenant made accordingly, when in reality two lives had dropped, the present decision would equally have applied. It may be that, unknown to the parties, a life had dropped between the date of the agreement and that of the conveyance; but if so, it was a matter to be shown by the defendant, and not to be assumed against the plaintiff on a demurrer not raising the point; for the seller must certainly in the first instance be assumed to know the condition of the thing he sells.

Considering these points, which no doubt must have been urged upon the Court, although they do not appear to have been noticed in the judgments, and considering that Lush, J., dissented, and that of the majority of the Court, Blackburn, J., thought the construction "far from clear," and Mellor, J., "entertained some doubt," we cannot but wish that the Court had taken time to consider their judgment, and given us a fuller exposition of the grounds of their decision.

CONTRACT OF SALE.

Smith v. Hughes, Q.B., 19 W. R. 1059, L. R. 6 Q. B. 597.

This case establishes no new principle; but two of the learned judges took occasion to discuss a proposition, probably of more curiosity than practical importance, but which possesses a certain scientific interest. The plaintiff had sold to the defendant some oats; during the negotiation of the sale between the plaintiff and defendant's manager an allusion had, it was alleged, been made by the manager as to the necessity of the oats being old; but this was denied by the plaintiff, who also denied knowing that trainers (the defendant was a trainer) never used new oats. The manager took away a sample, and the next day wrote to say he would take the oats at a price named, and the oats were delivered accordingly. The defendant, objecting that they were new, refused to pay for them; and the plaintiff now sued him for the price in the county court. The learned judge left to the jury the questions, first, whether the word old was used in the

conversation in the sense that the plaintiff represented the oats he had to sell as old oats; secondly, whether the parties each and both understood at the time of making the bargain that the contract related exclusively to old oats. He directed the jury, if they answered either question in the affirmative, to find for the defendant. Now the defendant had so far treated the oats as his own as to sell two thirds of them at a loss, but had, it seems, paid no money to the plaintiff, nor paid any into court; to find for the defendant was therefore to say that there was no contract, and as apart from contract there was no pretence of an authority to the defendant to deal with the oats, this finding would have left him open to an action of trover; an inconvenient position which one would scarcely have expected him to desire. This, however, by the way. The jury answered neither question specifically, but found generally for the defendant, and the plaintiff appealed to the Queen's Bench. The finding being general it was necessary that both branches of the direction should be correct. The first the Court held to be correct; it was upon the second that the doubt arose, which (after taking time to consider) they resolved in favour of the plaintiff. Now the question was, whether each and both of the parties understood the contract to relate exclusively to old oats. But if both parties understood the contract to be a contract for old oats, then surely, whatever the signs were which they employed, whether in words or conduct, they did make a contract, and that contract was for old oats; there was exactly that common understanding arrived at which form the essence of every contract, and the transaction, taken as a whole, was the expression which they used. But the Court being thoroughly dissatisfied with the verdict, which it is indeed difficult to understand, assumed the jury to have construed the direction as allowing them to find for the defendant, if they were of opinion that he (or his manager) believed the oats to be old, that the plaintiff knew he so believed, and, without doing anything to affect his belief one way or the other, allowed him to contract under that impression. That the direction so understood was erroneous is all that the case decides, and it therefore decides no more than has been long since known to be expressed by the maxim *caveat emptor*.

But two of the learned judges, Blackburn and Hannen, JJ., who, it seems found some difficulty in arriving at the conclusion that the jury were to be taken to have understood the direction in the last mentioned sense, discussed at some length what would have been the result (supposing the verdict still the same) if the direction had clearly conveyed to the minds of the jury a different meaning. That different meaning (which, if clearly expressed in the direction they held, would have been correct) was this, did the seller (the plaintiff) believe that the buyer believed him to be contracting to sell old oats; or, in other words, did the buyer believe the seller to be promising something other than he meant or expressed, and did the seller know it. This subtle interpretation differs from the natural meaning of the words, which import that both parties believed the contract to relate exclusively to old oats, by making the belief of one party only to relate to the contract, the belief of the other to relate only to the belief of the first; it differs also from the meaning which the Court actually assigned to the direction as understood by the jury; it seems, therefore, to have been invented for the purpose of speculative criticism. It is true that, as appears from the judgment of Hannen, J., the learned judge of the county court did, in the course of his summing up, ask the jury "whether they were of opinion, on the whole of the evidence, that the plaintiff believed the defendant to believe, or to be under the impression, that he was contracting for the purchase of old oats; if so, there would be a verdict for the defendant." The phrase "contracting for the purchase" must refer to the whole contract on both sides, and cannot mean merely that the buyer thought he was going to get old oats; it could scarcely have been called ambiguous on this side, and would have

so clearly raised the very point discussed, that one can hardly see how, on the view taken by Blackburn and Hannen, J.J., a new trial should have been ordered. But the phrase was probably used as expressing a test of the final question actually left, and as leading the jury to infer from that state of the plaintiff's mind that the contract was really for old oats. In this sense it might be ambiguous, but this ambiguity was not complained of.

The course of argument pursued by the learned judge is not altogether the same. Blackburn, J., argued thus: To make a contract the parties must be *ad idem*; but there may be circumstances which preclude one party from saying that he did not agree to the terms of the other; there is then a contract by estoppel; but if those circumstances do not exist, the real variance of meaning may be shown, in which case there is no contract; no such estoppel exists where the other party knew all along that the one who flies from the terms of the apparent contract never meant to contract in those terms, for he has not been misled; it follows, therefore, that the real variance of meaning may be shown, and there is then seen to be no contract. Hannen, J., proceeds from the same commencement to the same conclusion, but omits any distinct reference to the argument upon estoppel, and makes his reasoning turn upon the moral rule of Paley that a promise is to be performed "in that sense in which the promiser apprehended at the time the promisee received it," from which he deduces the legal rule that "the promiser is not bound to fulfil a promise in a sense in which the promisee knew at the time the promiser did not intend it." The introduction of the promisee's knowledge of the promiser's meaning is what marks, with the learned judge, the transition from the domain of morality to that of law; the first code forbidding the promisee to insist upon the rigorous fulfilment of an incorrectly worded promise, even though he has been himself misled by it, though such a misleading influence might certainly ground a moral claim against the promiser; the second forbidding him to insist upon it if he knew the error and was, therefore, not misled by it, though if he had been misled it would have been otherwise. The learned judge does not indicate on what he grounds this distinction between the moral rule and the legal rule which he calls its corollary, or why in this case what is good in law is bad in morals. But the course of reasoning may perhaps be this: that the knowledge insisted upon qualifies or moderates the moral rule itself; that here, as in many other cases, considerations, which in morality have only a moderating influence, have in law, from the necessity of strict rules, an absolutely regulative force; so that the being misled, which in morals would only ground a claim which, according to circumstances, might or might not be equivalent to the fulfilment of the expressed promise, will in law create an absolute right to have the fulfilment according to its terms. If this is what he means, it comes to the same thing as the reasoning of Blackburn, J., upon the estoppel, and arises out of the conception of a contract, without deriving any assistance from Paley's rule. The only other ground on which this knowledge could be held operative to defeat a contract which would otherwise have existed, is that it made the act of the person who had it a deception. And considering that the parties, whichever of them first throws out the form of the contract, are in a manner joint authors of it, a distinction may well be drawn between an error as to the qualities of the thing or the performance stipulated for (not forming a part of the contract) which the one party allows the other to persevere in, and an error as to the meaning of the contract; and it may be argued not without reason that wilfully to allow the other side to contract with this error, meaning afterwards to bind him to the terms, is an active deception, or that, at least, it is such conduct as estops the person so acting from denying that he accepted the meaning of the other side as the true construction of the words or acts which passed between them, and that a contract was made in that sense.

Considering, moreover, that there will seldom be any opportunity for such a question to arise except where, as in this case, the contract was made in the course of loose conversation and as the final result of many and often contradictory utterances, it will be difficult to imagine (speaking practically) any circumstances in which the party who, in seeking to fly from the terms of the bargain, will be able to show the knowledge by the other side of his supposed error, where he will not also be able to show that the bargain was in fact concluded in his own sense, so that there was no error at all. Perhaps we might go further, and say that in no such case ought the first questions to be allowed to go to the jury at all, except where they would be justified in finding the second, which far simpler issue would avoid the necessity of these somewhat refined considerations; and in law, as elsewhere, there is an advantage in simplicity.

UNDISCLOSED PRINCIPAL—SET-OFF.

Turner v. Thomas, C.P., 19 W. R. 1170.

The buyer from a factor who sells as principal has two forms of defence against an action by the real principal. First, payment already made to the factor, which is a defence at common law. Second, set-off against the factor, which exists by the combined operations of common law and the statute, and only applies to liquidated demands on both sides. By the Bankruptcy Act, 1869, s. 31, unliquidated damages arising from breach of contract are provable in bankruptcy; and by section 39 "mutual credit, mutual debts, or other mutual dealings between the bankrupt and any other person" are to be treated as matters of set-off. Set-off being thus enlarged as between the bankrupt and his creditors, the question arose in the above cited case whether this novel set-off, created to meet the peculiar circumstances of insolvency, could be relied on as between the customer and the unpaid principal; the Court held that it could not. If the case had been that the buyer owed the money for the goods, and had a claim against the factor for unliquidated damages arising out of breach of a contract, the 39th section would seem without doubt to come into operation as between them; and the decision of the Court is general that a mere bankruptcy set-off cannot be incorporated into the relation between the buyer and the principal. In fact, however, the case was reversed; the buyer had refused the goods, and was sued for non-acceptance; the case was therefore far more unfavourable for him, for it might be a question whether the 39th section applied at all, the unliquidated claim being against him and not by him under section 31. The Court, giving their decision in the general terms above mentioned, avoid deciding this point, which is certainly one of considerable doubt.

COURTS.

JUDGES' CHAMBERS.

(Before BYLES, J.)

Oct. 13.—*Newman v. Russell.*

Liability of an attorney for sheriff's officer's fees—In the matter of a plaint in the City of London Court—Certiorari.

Mr. T. C. Russell, an attorney, and the defendant in person, appeared in support of a summons to show cause why the plaint entered in the City of London Court should not be removed into her Majesty's Court of Exchequer. The action, it appeared, was brought to recover the sum of £7 10s. 6d., the amount claimed by Newman, the plaintiff (who is an officer of the Sheriff of Lancashire), for his fee in executing a writ of *fiert facias*, which had been issued by the defendant, as the attorney for the plaintiff in an action of *Williams v. Goulding* in the Court of Common Pleas. An interpleader order had been made in that action directing an issue, which, however, the execution creditor had not prosecuted.

The execution had been wholly unproductive; the defendant therefore in that action contended that the sheriff's officer was not entitled to any fees. The above facts were

supported by the defendant's affidavits, in which he also deposed that several difficult questions of law were likely to arise on the trial of the cause. He also, in further support of the summons, contended that the cases decided on the subject were most conflicting, and submitted that it was highly desirable to have the law settled by a judgment of the superior court.

Mr. A. B. Carpenter opposed the summons and submitted that there was no ground for transferring the case into the superior court. Not only had the judges of the county courts before whom these cases had been heard decided that the sheriff's officers were entitled to their fees under the Act of Parliament (and where no levy had been made were entitled on a *quantum meruit* for work and labour), but the superior courts had also in every case but one held the same opinion. He cited *Brewer v. Jones*, 10 Ex. 655; *Maile v. Mann*, 2 Ex. 608; *Walbank v. Quartermain*, 3 C. B. 94; *Newton v. Cambers*, 8 Jur. 244; and *Foster v. Blakelock*, 5 B. & C. 328, all of which authorities had been followed by the judges of the county courts in *Ambler v. Philp*, 14 S. J. 978; *Ambler v. Bullen*, *id.* 979; *Tuckey v. Hurford*, and *Tuckey v. Bolton*, *id.* ante p. 452; and the only cases that could be cited *contra* was *Bilke v. Havelock*, 3 Camp. 374, and *Cole v. Terry*, 5 L. T. Rep. N. S. 247, the simple answer to which was that Lord Ellenborough's decision in the first case was given in 1813, whereas the statute of 1 Vict. c. 55, under which the plaintiff claimed, was not passed till 1837, and therefore had no bearing on the case. In *Cole v. Terry* this important fact was not noticed, and from the report there appeared to have been no argument, and therefore judgment was given for the defendant, on the admission of Mr. Mellish, the plaintiff's counsel, that he was unable to see any difference between this case and that of *Bilke v. Havelock*.

The learned JUDGE inquired whether the judge of the court below refused leave to appeal. To this Mr. Carpenter replied that he had strongly opposed the leave being given, on account of the smallness of the claim, &c., and that subsequently it had been refused.

BYLES, J., said he did not feel that this was a case that ought to be removed into the superior court; there had been no reasonable grounds shown why the case could not be perfectly well conducted in the court below. He therefore should dismiss the summons. A special case was suggested.

Summons dismissed.

COUNTY COURTS.

WESTMINSTER.

(Before F. BAILEY, Esq., Judge.)

Oct. 16.—*Newman v. Froggatt.*

Liability of an attorney issuing a writ of execution to the bailiff for his fees—Wrong person taken under a capias (or order under section 6 of Debtors' Act), by misdirection of the attorney.

Held, the attorney was nevertheless liable for the bailiff's fees.

This was an action brought by Mr. Newman, one of the officers of the Sheriff of Lancashire, for his fees, in endeavouring to execute a writ of *capias* which had been issued by the defendant as the plaintiff's attorney in an action of *Henry v. Kiralfy*. The particulars of the claim were as follows:—

	£	s.	d.
To fee on arrest	1	11	6
Paid water bailiff	0	10	6
	£2	2	0

It appeared from the evidence of Mr. Newman that a writ of *capias* had been sent to him for execution, and he had subsequently been informed that there were two persons answering to the same name as the execution-debtor. He was, however, about to arrest the right defendant when he was informed by one Becker, an agent for the defendant in the present case, that he was mistaken in his identity, and that if he proceeded with the arrest he would capture the wrong man. He thereupon arrested a person, pointed out by Becker to be the debtor, when it ultimately turned out that Becker had wrongly instructed him. He therefore discharged the person in custody. The right debtor never was arrested.

The bailiff now sought to recover his usual fee allowed

on arrest as he had been led into error by the agent of Mr. Froggatt, the defendant in the present action.

M. A. B. Carpenter, for the plaintiff, contended that Mr. Froggatt was liable notwithstanding that the proper person had not been arrested. It is clear that the plaintiff would be entitled upon a *quantum meruit*. He cited *Tuckey v. Hurford*, ante p. 452, where it was held by Mr. Whitbread that an action for work and labour will lie at the suit of a sheriff's officer against an attorney who issues a *f. fa.* even though no levy is made, and that upon a *quantum meruit*. He also cited *Brewer v. Jones*, 10 Ex. 655; *Maile v. Mann*, 2 Ex. 608; *Ambler v. Bullen*, 14 S. J. 979, which decided that there was an implied warranty by the attorney to pay the bailiff. He also submitted that it would be a considerable hardship upon the sheriff's officer, if through the wrongful act or negligence of an attorney issuing an execution he was to be deprived of the fee which the statute gave him. Here the right defendant would most probably have been taken under the writ, had it not been for the improper direction of the agent, and his principal was clearly liable for that misdirection.

Mr. Willes, solicitor, for the defendant, argued that the sheriff's officer was not the right plaintiff; the sheriff himself should have sued. He also contended that the fee on arrest could not be recovered in this case, as no arrest of the defendant had taken place. The statute said upon "arrest of the defendant," and if the plaintiff had any legal claim, it was for "work and labour," as in *Tuckey v. Hurford*, cited ante.

Mr. BAILEY said he was fully convinced from the evidence before him, that Becker was the agent of the defendant, and as he had given such directions to the plaintiff as led to the capture of the wrong person, he considered his principal was answerable for the misdirection, and was liable to the officer for his "fee on arrest," as he would have been liable if the right defendant had, in fact, been arrested.

He considered the present plaintiff was the right person to sue, and gave

Judgment for the plaintiff for both amounts.

Newman v. Morris.

Arrest of a defendant upon an order made under section 6 of the Imprisonment for Debt Act, 1869—The attorney who obtains the order is liable to the sheriff's officer for his statutory fee—What fee allowed on arrest.

This case was heard immediately after the preceding one, and the facts were as follows:—

An order for the arrest of a defendant had been made by a judge of one of the superior courts in pursuance of section 6 of the Imprisonment for Debt Act, 1869. The warrant for the arrest of the defendant was sent to the sheriff's officer by Mr. Morris, the attorney for the plaintiff in that action, and the defendant in the present case. The defendant was duly apprehended by the bailiff, and he sought to recover his fees from Mr. Morris. By 1 Vict. c. 55, the fee of one guinea is allowed upon an arrest under a writ of *capias*, where the amount of the debt does not exceed £100, and by Rule 4 of the General Rules and Orders made under the Imprisonment for Debt Act, the same fees are allowed to the officers. The plaintiff in this case sought to recover a conduct fee of 10s. 6d. in addition to the one guinea. The claim was for £6 0s. 8d.

Mr. A. B. Carpenter, for the plaintiff, contended that the attorney issuing the process was liable to the sheriff's officer for his fees. He cited the same cases as appear in *Newman v. Froggatt*, ante, and submitted that the officer was also entitled to a further charge of 10s. 6d. for conduct money which was almost invariably claimed.

Morris, the defendant in person, denied his liability to the under sheriff, and further submitted that the conduct fee of 10s. 6d. was not a legal claim, the Act of 1 Vict. c. 55, expressly enacting that no more than the fees mentioned in the Act should be recovered: *Cooper v. Hill*, 6 C. B. N. S. 703, was cited, where it was held by Cockburn, C.J., and Willes, J., that the officer was not entitled to any sum "for conveying the defendant to goal," or for an assistant unless a necessity for some aid is clearly shown, and where the officer has improperly received such charges he will be ordered to refund the excess with cost, the application under pain of an attachment.

His HONOUR held that the defendant was liable to the sheriff's officer for his statutory fees, but as the Act of 1

Vict. c. 55, expressly enacted that the officer should not recover more than such charges, the conduct fee must be abandoned. He considered himself bound by the case of *Cooper v. Hill*.

Judgment for the plaintiff with costs, attorneys and witnesses, except as to the conduct fee, which was disallowed.

CITY OF LONDON COURT.

(Before MALCOLM KERR, Esq., Judge.)

Oct. 18.—*Newman v. Russell and Others.*

Liability of an attorney issuing a fieri facias to the sheriff's officer for his fees when no sale has been made, there being a prior claim upon the debtor's goods.

This was the action in which the application (reported above) had been made to Byles, J., at Judge's Chambers. At the trial evidence was given in accordance with the statement of facts in our report.

Mr. A. B. Carpenter, for the plaintiff, contended that Mr. Russell was liable for the fees. He cited the same cases as he had cited at Judge's Chambers, and substantially repeated the argument reported above.

Mr. Russell, in person, relied upon *Cole v. Terry*. He said it was a direct authority on the subject, and contended that as the officer's fees were creatures of certain statutes they could not recover them unless they had obeyed the writ, and realised under it. Here there was no sale (there being a prior claim), and the plaintiff was not entitled to his charges. He also submitted that *Brewer v. Jones* was in point. The writ had there been obeyed, and the real point in the present case did not arise. He referred to *Maberry v. Mansfield*, 9 Q. B. 754; *Tuckey v. Cave*, 50 L. T. 306, which was decided by Mr. Stonor at Newbury County Court, where it was held that a sheriff's officer who levies under a *fi. fa.* on goods in the execution-debtor's house, but which are claimed by the holder of a bill of sale executed prior to the levy and withdrawal by virtue of a judge's order made on the hearing of an interpleader summons, is not entitled to his fees. There the judge said he was bound by *Cole v. Terry*, and gave judgment for the defendant.

Before His Honour had delivered judgment, Mr. Merri-man, who was also sued upon a similar claim, applied that his case might be heard before judgment was given in *Newman v. Russell*. The learned judge acceded, and it appeared that the facts in *Newman v. Merri-man* were similar to those in *Newman v. Russell*. Judgment was then given for the plaintiffs in both cases, and upon the application of Merri-man, leave was given to him to appeal, he undertaking to pay the present plaintiff's costs in the event of a judgment in favour of the sheriff's officer, and the other defendants undertook to be bound by the decision.

Mr. KERR, in delivering his judgment, said that he thought it a great hardship on the plaintiff that he should be deprived of his fees, because there was a prior claim to that of the execution-creditor. He also stated with reference to one of the cases that had come before him that the plaintiff (*Newman*) had been very unfairly treated, there had been an attempt to deprive him of his legal charges, and he gave *Judgment for the plaintiffs, subject to the special case.*

The points to be argued in the special case are as follows:—

- (1.) Can the officer recover in case of an abortive levy?
- (2.) Is there any privity between the sheriff's officers and the attorney issuing the execution?
- (3.) Does the interpleader order to withdraw exclude the right (if any) of the officer to sue the attorney?

COURTS OF QUARTER SESSIONS.—Major R. H. Paget, M.P. for Mid-Somerset, has been elected Chairman of the County Bench of Magistrates, in succession to the Marquis of Bath, who has resigned on account of ill-health. Lord Egerton has been appointed Chairman of the Cheshire Quarter Sessions, in the room of the late Major Townshend, on the understanding that he shall not be expected to sit in the hearing of appeals and trials of prisoners. Sir Harry Mainwaring, Bart., has been appointed Deputy Chairman, in discharge of which office he will hear appeals and trials at Chester and Knutsford. Mr. U. C. Barnardiston, barrister-at-law, one of the Chairmen of Quarter Sessions for the County of Essex, has resigned that position. He is the senior of the four Essex chairmen, having been appointed in 1844.

APPOINTMENTS.

Mr. CHARLES JEFFERY, barrister-at-law, of the Northern Circuit, has been appointed, by the Right Hon. the Earl of Kimberley, Secretary of State for the Colonies, to be one of the District Judges for the island of Jamaica. Mr. C. Jeffery is the second son of the late J. R. Jeffery, Esq., of Liverpool, and was educated at Trinity Hall, Cambridge, of which institution he was a pensioner, and graduated B.A. there in 1865. In June of the same year he was called to the bar by the Hon. Society of the Middle Temple, and has hitherto practised on the Northern Circuit, attending also the Liverpool Sessions, and the Court of Passage. The salary of a district judge in Jamaica is £800 per annum.

Mr. ARTHUR FREDERICK VULLIAMY, of Ipswich, solicitor, has been appointed Deputy Coroner for Suffolk by Mr. Walter Bullar Ross, one of her Majesty's coroners for that county, and the appointment has received the approval of the Lord Chancellor. Mr. Vulliamy was admitted in 1862.

Mr. G. S. P. EYRE, solicitor, of the firm of Messrs. Eyre & Co., 1, John-street, Bedford-row, has been appointed a London Commissioner of deeds, oaths, &c., for the State of New York.

Mr. JOHN PERRY GODFREY, of No. 6, South-square, Gray's-inn, has been appointed by the Supreme Court of New South Wales, and the Supreme Court of the colony of Victoria, a London Commissioner for taking affidavits and examining witnesses at law or in equity in all proceedings pending or to arise in the said courts.

SOCIETIES AND INSTITUTIONS.

SOLICITORS' BENEVOLENT ASSOCIATION.

The twenty-seventh half-yearly general meeting of this association was held in the Council Chamber, at the Guildhall, Newcastle-upon-Tyne, on Wednesday, the 11th inst., in the presence of a very large attendance of solicitors from all parts of the kingdom. Mr. Jas. Fred. Beever, of Manchester, occupying the chair on the occasion. The half-yearly report of the directors, read by the Secretary (Mr. Eiffe), was as follows:—

In obedience to the 16th rule of the association, the directors have the pleasure, on the completion of another half-year, to present this, their twenty-seventh report.

In acquitting themselves of that duty, it is satisfactory to them to be able to state that the association continues to make a steady advancement in prosperity, and they believe they may venture to add, in the confidence of the profession.

Since their report in April last sixty-one new members have joined the association, making with those admitted during the previous six months an increase of 130 new members during the whole year. The association now consists of 2,182 members, of whom 756 are life and 1,426 annual subscribers.

The usual audited abstract of the accounts is appended, from which it will be seen that the receipts during the past half-year have been £1,462 10s. 11d., which, taken with those of the previous six months, give a total of £2,704 8s. 1d. as the receipts for the entire year.

In June last the annual public dinner in aid of the association was held, under the presidency of the Lord Chief Baron, Sir Fitzroy Kelly, who kindly presided on that occasion for the second time. The contributions to the funds of the association amounted to £450, including a further donation of twenty guineas from the Lord Chief Baron.

A sum of £447 has been distributed during the past half-year in grants of assistance, £240 in amounts ranging from £20 to £50 to members and their families, and £207 in smaller sums to the families of deceased non-members. These amounts, added to the grants made during the previous six months, give a total sum of £862 distributed in relief during the past year.

The resolutions limiting the relief fund to the amount of the annual dividends of the association, having been rescinded at the last April general meeting, the whole of the annual subscriptions, in addition to the dividends, are applicable, in case of need, to purposes of relief.

During the past half-year a sum of £300 10s. has been invested in the purchase of London and North-Western Railway Four per Cent Debenture Stock, making with the

investments in the same stock during the previous six months the sum of £1,903 15s. capitalised during the past year.

The entire funded capital of the association is now £20,096 5s. 2d. stock, consisting of £7,803 17s. 8d. India Five per Cents. £50,16 1s. 2d. India Four per Cents. £5,071 6s. 4d. Three per Cent. Consols, and £2,205 London and North Western Railway Four per Cent. Debenture Stock, producing together dividends amounting to £810 per annum.

A balance of £516 19s. 4d. remains to the credit of the Association with the Union Bank of London, and a sum of £15 in the hands of the secretary for petty disbursements.

The directors deeply regret to have to record the decease of three valued colleagues since the last general meeting:—Mr. Edward Benham, Mr. Edward Lawrance, and Mr. Edwin Wilkins Field, the sad incident connected with the death of the last-named gentleman rendering his untimely loss even more to be deplored. In the room of the two first-named deceased gentlemen the directors have elected Mr. William Carter and Mr. John Henry Mackenzie, both of London. The vacancy occasioned by the death of Mr. E. W. Field has not yet been filled up, but Mr. William Beriah Brook, of London, has been duly nominated by two members of the board.

In conformity with the rules, the directors and auditors retire from office at the ensuing meeting, but are willing and eligible to be re-elected.

The directors desire, before closing their report, to express the gratification it has afforded them to convene the ensuing general meeting at Newcastle-upon-Tyne. The association met there last in 1860, and from the warm support it has me from the profession there, the directors are induced to believe that this renewal of its visit in its present more advanced condition of prosperity will be appreciated by members of the profession in that neighbourhood, and be attended with beneficial results to the interests of the Institution."

The CHAIRMAN then rose, and delivered the following address:—

Gentlemen,—In rising to move the adoption of the report, I cannot regard without feelings of congratulation this large and influential assembly, this aggregation of Churchmen and Dissenters, various and differing, yet all professing that "true religion" which consists "in visiting the widow and the fatherless in their affliction, and in keeping ourselves unspotted from the world." But satisfactory as this meeting is in its character and its numbers, we cannot forget that several of our best and firmest friends are no longer amongst us. The report reminds us that within the last few months we have lost Mr. Benham (the president of our parent association), Mr. Lawrance (the vice-chairman of our society), and Mr. Field, a constant and powerful supporter, by his presence and his addresses, of these meetings. I especially, as the predecessor in office of Mr. Benham and Mr. Lawrance, must feel that death has stricken brethren near and dear to us. In other respects the report is satisfactory: it shows some increase in the number of our members, and some addition to the amount of our invested funds: it shows also a satisfactory working of the new rule as to expenditure—that rule is a most important one, and at this, the first provincial meeting after the passing of it, a few words as to the probable effect of the rule on our future position and prospects cannot be out of season. From the printed report of the proceedings of the April meeting it appears that the rule was not passed unanimously, and that in the debate one kind-hearted speaker, forgetting perhaps that as a provident society we ought to act providently, urged that our capital of £20,000 was "a respectable sum," and "that the association should follow the example of the great London hospitals, where they did not hesitate not only to expend all their annual subscriptions, but even to anticipate and encroach on the subscriptions of the following year." Gentlemen, I hope that this example of London hospitals will never be followed by our association, and I am glad to see that the rule itself precludes the possibility of our getting into debt, for it does not authorise expenditure beyond the extent of our income. I am afraid, however, that the appeals for largely increased expenditure in relief, which have been made by some of our friends, and especially by judges who have eloquently pleaded for us at our annual festivals, were based on an exaggerated idea that our roll of members might be greatly increased—it is important that we should be under no delusion in this respect. Permit me, therefore, to refer to a few statistics which I have drawn from the list of Manchester solicitors.

There are rather more than 270 Manchester solicitors, and

about ninety of them, being about one-third of the whole number, are members of this association.

Apparently this proportion compares favourably with the proportion of one-fifth which the total number of members of this association (say 2,000) bears to the number (say 10,000) of the whole body of solicitors of England and Wales, and it may be asked why, if one-third of the Manchester solicitors are members of the association, we may not hope that one-third of the whole body of solicitors, instead of the present one-fifth, will shortly become members. For an answer let us glance at facts. We find that of the 270 Manchester solicitors about two-fifths are practitioners of whom none were admitted before 1860, and that of these two-fifths eight persons only are members of the association. This fact indicates that as a rule the professional incomes of solicitors of less than ten or eleven years' standing do not, in the opinion of the recipients, justify them in beginning to subscribe to our funds, and that, in fact, they defer to a future day the realisation of their intention to become members. Assuming, then, that two-fifths of the 10,000 solicitors, for the time being, are young practitioners not likely to subscribe, we may at once deduct 4,000 from the 10,000, leaving 6,000, of whom, say, one-half are London solicitors, who have a local society with objects similar to our own, and of whom, say, half, are more likely to support the local society than ours: making, therefore, a deduction of 3,000 on account of London solicitors we have left 3,000, and of this number two-thirds are already members of the association. Can we, in the face of these considerations, assume that this proportion will be materially increased? Can we reasonably expect to gain as members the whole, or half, or a quarter of the remaining one-third? I fear that these questions may be answered in the negative, for, if Manchester, which has been well canvassed, give only one-third of its number as members, is it likely that an equal proportion, or even a proportion greater than the present one-fifth of 10,000, will be yielded by England and Wales, containing, as they do, many small places and thinly-populated districts which have not yet been canvassed at all, and perhaps are not likely to be canvassed.

But, gentlemen, though we may not be encouraged to hope that the means of increasing our invested funds will be found in a large addition to our roll of members, the new rule may be, and in my humble opinion is, a good and wise one; it authorises relief to the extent only of our annual income; it says that the board may spend the income; it does not say that they shall spend, and whilst it precludes them from getting into debt, it leaves them at liberty either to continue or discontinue the accumulation of capital. Under the old rule they necessarily marshalled their income so as to throw the cost of working the society on the annual subscriptions, and to leave the dividends of investments wholly applicable to purposes of relief. Under the new rule the marshalling, if any, may be to throw the working expenses on the dividends rather than on the subscriptions, and thus enable our canvassers to say that the whole of our annual subscriptions are applicable to purposes of relief without deduction for working expenses; and here, gentlemen, let me frankly ask, before I conclude, whether our capital of £20,000, the fund which ought, by a moderate percentage on its dividends, to pay our working expenses, is really "a respectable sum"? Can we persuade ourselves that to increase it would (as was surmised by a speaker at the April meeting) be to "amass funds for the benefit of future generations in lieu of relieving present necessities"? May it not rather be said that a capital of £100,000 would not be more than sufficient for our present necessities? One tenth of the income from it might suffice to pay our working expenses, and the rest would be a most welcome addition to the annual subscriptions applicable for the relief of present necessities. Why! the clerks of the barristers and solicitors of the metropolis have, I believe, an accumulated capital of fifty or sixty thousand pounds, and shall we, the solicitors of England and Wales, be contented with one of £20,000, of which half the dividends are at present swallowed up in the payment of our working expenses? Let us not forget that our association is still only in the fourteenth year of its institution, and that during the remaining seven years of what I may call its minority, cases that would press unduly on the funds of such an infant society might properly be left to commend themselves to that private and local beneficence which formerly was the only resource of these cases. Such a case occurred in Manchester a few years ago, and was relieved by a local subscription. There was afterwards

a similar case at Liverpool, and, as I happened to see the subscription list in that case, I may say to the credit of our Liverpool brethren, that the list contained some twenty or thirty subscriptions of £50 each from firms or individuals. But, gentlemen, whether our sympathies be for present expenditure in relief or for accumulation of capital, we may all agree that the subject has been wisely left by the rule to the discretion of the board of directors, and that relying on a proper exercise of that discretion, we may accept the rule as a final and satisfactory solution of the difficult question which had to be solved. Moreover, any annual subscriber who is in favour of present accumulation to a greater extent than the board may sanction, can, so far as he is concerned, give effect to his views by converting his annual subscription into a life membership, and he may hope that any expenditure of the board in relief which interferes with what he regards as necessary and prudent accumulation will not only do present good, but will be as "bread thrown upon the waters," and return to us in donations and legacies from our richer members, who, seeing and approving our good works, may be led by the impulse of their own hearts, and the convictions of their own consciences, to believe that they cannot better bestow their charities than in giving liberally to the Solicitors' Benevolent Association.

I move, gentlemen, that the report and balance-sheet now presented be received and adopted.

The motion having been seconded by Mr. STEPHEN WILLIAMS, of London, was unanimously agreed to.

Mr. MONCKTON, of Maidstone, proposed a vote of thanks to the directors and auditors for their kind and able services during the past half year, which was seconded by Mr. GUEST, of Manchester, and unanimously passed.

Mr. STEPHEN WILLIAMS, one of the auditors, acknowledged the compliment for himself and colleague.

On the motion of Mr. STREET, of Manchester, seconded by PROFESSOR JOHNSON, of Birmingham, the directors and auditors were re-elected for the ensuing year.

On the motion of Mr. STEPHEN WILLIAMS, seconded by Mr. RICKMAN, of London, Mr. W. B. Brook of New-inn, London, was elected a director in lieu of Mr. E. W. Field, deceased.

Mr. R. A. PAYNE, of Liverpool, moved a vote of thanks to the president for the kind manner in which he had presided over them that day, and for the pains he had taken in bringing before them the statistics as to the society, and the very kind and apposite remarks he had made.

Mr. RYLAND, of Birmingham, very cordially seconded the resolution, which was carried by acclamation.

Mr. W. SHAM, of London, then proposed a vote of thanks to their excellent secretary, without whose constant and careful attention it would be impossible for the directors satisfactorily to discharge their duties. He took the opportunity of saying that the association was not in as satisfactory a position financially as it ought to be, and urged that the members in their several localities should endeavour to obtain new members.

The Sheriff of Newcastle (WILLIAM DAGGETT, Esq.) seconded the motion, and stated that nearly one-half of the number of practitioners in Newcastle are members of the Association, which was a good deal owing to his personal canvass.

Mr. STEPHEN WILLIAMS, of London, supported the motion, which was carried by acclamation.

The SECRETARY having expressed his acknowledgments of the compliment in appropriate terms, a vote of thanks was given to the Mayor and Corporation of Newcastle, for the use of the Council Chamber, and the meeting then terminated.

OBITUARY.

SIR HUGH HILL.

The death of Sir Hugh Hill, Knight, formerly one of the judges of her Majesty's Court of Queen's Bench, took place at the Royal Crescent Hotel, Brighton, on the 12th inst., at the age of 70 years. The deceased gentleman was the son of the late James Hill, Esq., of Graigue, county Cork, by Mary, daughter of Hugh Norcott, Esq., of Springfield, in the same county, and was born at Graigue in 1802. He entered Trinity College, Dublin, in November, 1816, and graduated B.A. there in 1821. He commenced practice in London as a special pleader below the bar in 1827, and continued as such till called to the bar by the Hon. Society

of the Middle Temple, on the 29th of January, 1841. He then joined the Northern Circuit, and after ten years' practice at the bar was created a Queen's Counsel in 1851, in the same year that Sir John Mellor and the late Sir William Atherton received their silk gowns. In the following year he was appointed a bencher of the Middle Temple, and in 1858, on the resignation of Sir John Taylor Coleridge, Mr. Hill was nominated to succeed him as a judge of the Court of Queen's Bench, which tribunal then consisted of Lord Campbell as Chief Justice, and Sir William Wightman, Sir William Erle, Sir Charles Crompton, and Sir Hugh Hill as puisne justices. During the short time that his health permitted him to retain his seat on the bench he displayed judicial abilities of the highest order, and probably no judge has, during so short a career, established a higher reputation. In 1861 he was compelled, by the state of his health, to resign his seat on the bench. Sir Hugh Hill married, in 1831, Audley Georgiana Anne, the eldest daughter of the late Richard Holden Webb, Esq., formerly lieutenant in the Grenadier Guards, and afterwards for many years Controller of the Customs.

MR. J. H. HEARN.

Mr. John Henry Hearn, solicitor, of Ryde, Isle of Wight, died at Cambrian House, his residence there, on the 13th of October, in the 57th year of his age. The late Mr. Hearn was admitted an attorney in 1837, and has for many years filled the position of clerk to the county justices of the Isle of Wight. He was also clerk to the Ryde board of guardians, steward of the manor of Ryde, and clerk to the commissioners of the Town Pier Company.

PUBLIC COMPANIES.

GOVERNMENT FUNDS.

LAST QUOTATION, Oct. 20, 1871.

From the Official List of the actual business transacted.

3 per Cent. Consols, 92½	Annuities, April, '85
Ditto for Account, Nov. 3, 93	Do. (Red Sea T.) Aug. 1908
3 per Cent. Reduced 91½	Ex Bills, £1000, — per Ct. 3 p m
New 3 per Cent., 91½	Ditto, £500, Do — 3 p m
Do. 3½ per Cent., Jan. '94	Ditto, £100 & £200, — 3 p m
Do. 2½ per Cent., Jan. '94	Bank of England Stock, 4½ p
Do. 5 per Cent., Jan. '78	Ct. (last half-year) 242
Annuities, Jan. '80 —	Ditto for Account,

INDIAN GOVERNMENT SECURITIES.

India Stk., 104 p Ct. Apr. '74, 206	Ind. Inf. Pr., 5 p Ct. Jan. '79 100
Ditto for Account	Ditto, 5½ per Cent., May, '79 109
Ditto 5 per Cent., July, '80 112½	Ditto Debentures, per Cent.,
Ditto for Account,	April, '84 —
Ditto 4 per Cent., Oct. '88 102½	Do. Do. 5 per Cent., Aug. '79 103
Ditto, ditto, Certificated, —	Do. Bond, 4 per Ct., £1000 20 p m
Ditto Enforced Ppr., 4 per Cent. 96	Ditto, ditto, under £1000, 20 p m

RAILWAY STOCK.

	Railways.	Paid.	Closing prices.
Stock	Bristol and Exeter	100	100
Stock	Caledonian	100	113
Stock	Glasgow and South-Western	100	118
Stock	Great Eastern Ordinary Stock	100	44
Stock	Do., East Anglian Stock, No. 2	100	—
Stock	Great Northern	100	132½
Stock	Do., A Stock*	100	134½
Stock	Great Southern and Western of Ireland	100	104
Stock	Great Western—Original	100	105
Stock	Lancashire and Yorkshire	100	135
Stock	London, Brighton, and South Coast	100	69½
Stock	London, Chatham, and Dover	100	24½
Stock	London and North-Western	100	145
Stock	London and South-Western	100	107
Stock	Manchester, Sheffield, and Lincoln	100	67
Stock	Metropolitan	100	77
Stock	Midland	100	137
Stock	Do., Birmingham and Derby	100	105
Stock	North British	100	82
Stock	North London	100	121
Stock	North Staffordshire	100	72½
Stock	South Devon	100	68
Stock	South-Eastern	100	94½
Stock	Taff Vale	100	158

* A receives no dividend until 5 per cent. has been paid to B.

MONEY MARKET AND CITY INTELLIGENCE.

The directors of the Bank of England have made no alteration this week in the rate of discount. The stock markets have been quiet, railways having generally improved during the week. Bank shares have slightly declined. Consols closed at 92½.

Messrs. Thomson, Bonar, & Co. are authorised by the Director-General of the Public Works in the Republic of Uruguay to receive subscriptions for £3,500,000 stock in bonds of £1,000, £500, and £100 each, bearing interest at 6 per cent. from August 1, 1871, redeemable at par in half-yearly drawings. The issue price is 72 per cent., payable in instalments, the last being April 2, 1872. The principal and interest are payable half-yearly in London, free from all Uruguayan taxes. Calculating discount on instalments the price is £89 15s. per cent. The bonds are quoted 1½ to 1¾ premium.

Messrs. Short & King are authorised to dispose of 1,500 shares of £100 each, part of 2,500 shares which constitute the ordinary share capital of the Nantyglo & Blaenau Ironworks Company (Limited). The shares are entitled to rank for dividend up to 8 per cent. per annum after a similar dividend has been paid on the preference shares, and are further entitled to participate rateably with the preference shares in all surplus profits. The price of the shares now offered is £80 per £100 share. The shares are quoted at 4 to 4½ premium.

The prospectus of Barnett's Patent Asphalte Paving Company has been issued. Capital £100,000, in shares of £5 each, payable by instalments. The object of the company is to acquire by purchase for the sum of £50,000, four-fifths of which is to be paid in shares, the invention and patent of Mr. Frederic Barnett, which has the singular advantage over others, that nearly eighty per cent. of the materials required are products of this country, and easily procurable, and the remaining portion can be obtained here at an ordinary commercial price, not being the subject of any monopoly.

A prospectus has been issued of the Auvergne Bituminous Rock and Paving Company (Limited), Capital £150,000, in £10 shares, of which £80,000 is now to be subscribed. The company has been formed for the purpose of acquiring and working the extensive well-known and valuable mines of Bituminous Rock which are situate in the district of Auvergne, in the department of Puy de Dome, France. The property consists of six mines, which are known by the names of the Chamalieres, the Puy de la Burriere, the Pont du Château, the Malintra, the Lussat, and the Dallet, and are held under seven concessions granted by the French Government in perpetuity. The district over which the concessions entitle the proprietors to quarry or mine is about twelve miles in length, by two and a-half miles in breadth; and such right exists over this surface wherever any indication of bituminous rock appears. The seven concessions cover properties varying from 35 to 1,000 acres, and they extend together over an area of upwards of 3,000 acres. The actual demand for asphalt for paving and other purposes in the principal towns in Great Britain, the Continent, and in Transatlantic cities, is already very great; and, from the success of the roads and pavements laid down in London and other large cities and towns, it is certain that this demand will be enormously increased.

Mr. James Fleming, Q.C., took his seat for the first time as Chancellor of the county Palatine of Durham on the 2nd October, and expressed a hope that that court the jurisdiction of which extended from the Tyne to the Tees, would be revived, and become again one of the law courts of the palatinate. Mr. Meynell congratulated the new chancellor on behalf of the local bar.

The grand jury of Sonora, California, recommended in their report that "for the safety and comfort of bald-headed men, the loose plastering be removed from the ceiling, or that the sheriff be instructed to furnish parties having business in the court with pillows or suitable shields to cover their heads with."—*Albany Law Journal*.

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CRUMP—On Oct. 14, at 20, Horbury-crescent, Kensington-park, the wife of F. O. Crump, Esq., barrister-at-law, of a daughter.
EVANS—On Oct. 15, at 28, Hill-street, Haverfordwest, the wife of Mr. E. Eaton Evans, solicitor, of a daughter.
HOOPER—On Oct. 5, at Belfield Lodge, Weymouth, the wife of Pelly Hooper, Esq., solicitor, of a son.
KING—On Oct. 5, the wife of Thomas King, Esq., of Brighton, solicitor, of a son.

MARRIAGES.

ATTREE—JOHNSON—On Oct. 5, at St. Mark's Church, Kennington, Mr. T. M. Attree, of No. 2, New-inn, London, solicitor, to Susanna, daughter of the late Mr. Thomas Johnson, of Eastdean, Sussex.
BOURDILLON—CARBONELL—On Oct. 17, at the parish church of Barham, Kent, Thomas Bourdillon, Esq., of Horkeley Hall, Essex, and Lincoln's-inn, barrister-at-law, to Selina, fourth daughter of the late John Carbonell, Esq.
HARDING—SAVILE—On Oct. 5, at Christ's Church, Marylebone, Wallace James Harding, barrister-at-law, of the Middle Temple, to Paulina Mary Ann, widow of the Hon. Charles Stuart Savile, fourth son of the third Earl of Mexborough.
LEIGHTON—HALL-MAXWELL—On Oct. 12, at St. Thomas's Church, Ryde, Henry Forester Leighton, of the Middle Temple, barrister-at-law, to Mary, second daughter of the late John Hall-Maxwell, C.B., of Dargavel and Torr Hall, Renfrewshire.
SHARP—BREWIS—On Oct. 17, at Clapham, Frederick William Sharp, solicitor, Chester, to Anna Mary, third daughter of the late John Thompson Brewis, of Morpeth, Northumberland.
SHAW—HOPKINS—On Oct. 11, at the parish church, Chester, Cambs, Edward Shaw, of Inner Temple, to Martha Elizabeth, eldest daughter of John L. Hopkins, Esq., Mus. Doc. Wentworth House, Cambridge.

DEATHS.

BARR—On Wednesday, Oct. 18, at Leeds, Robert Barr, Esq., for 35 years Clerk to the Magistrates of the Borough of Leeds, aged 77.
BAXTER—On Oct. 10, at Preston, Elizabeth, relict of John Baxter, Esq., solicitor, of that town.
DENTON—On Oct. 18, at Glanmire House, Ramsgate, Kent, Samuel Denton, Esq., of Gray's-inn, London, aged 59.
HARDING—On Oct. 11, at 1, Ulster-terrace, Regent's-park, George Harding, Esq. (of the firm of Bray, Warren, Harding, & Warren, in his 70th year.
HEARN—On Oct. 13, at Cambrian House, Ryde, Isle of Wight, John Henry Hearn, Esq., solicitor, in his 57th year.
WILLIAMS—On Oct. 11, at Sandrock, near Hastings, Martha, the beloved wife of Joshua Williams, of Lincoln's-inn, Q.C.

LONDON GAZETTES.

Professional Partnerships Dissolved.

TUESDAY, Oct. 17, 1871.

Cooke, Nathaniel Wedd, & John Arthur Talbot, Spring-gdns, Charing-cross, Solicitors and Attorneys-at-law. Sept 29

Friendly Societies Dissolved.

TUESDAY, Oct. 17, 1871.

Broadwas Friendly Society, Royal Oak Inn, Broadwas, Worcester. Oct 13

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, Oct. 17, 1871.

Charnley, Hy, Preston, Lancashire, Ironfounder. Nov 1. Charnley v Charnley, Registrar of Preston District, Fox-st, Preston

Creditors under 22 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, Oct. 13, 1871.

Beeley, John, Letcham, Nottingham, Farmer. Dec 18. Marshall & Sons, East Retford
Bennett, Fredk, Holmes, Dorset, Dairyman. Dec 1. Melmoth & Bartlett, Sherborne
Booley, Robt, Bath, Somerset Plasterer. Dec 1. Little & Little, Bath
Buckley, John, Edgbaston, Birm, Gent. Oct 31. Brown, Birm
Burnham, Robt, Leicester. Dec 1. Billings, Leicester
Crawford, Wilson, Whalley Range, or Manch, Esq. Dec 9. Cunliffe & Leaf, Manch
Cunliffe, John, Myerscough House, near Garstang, Lancashire, Esq. Dec 9. Cunliffe & Leaf, Manch
Curtis, Jas, Moore-pk-rd, Fulham, Accountment Maker. Dec 1. Thomas, Moore-pk-rd, King's-rd
Eldridge, Mary, Park-st, Grosvenor-sq, Widow. Nov 4. Cross, Bloomsbury-sq
Farrance, Elfr, Adbroke-ter, Notting Hill, Widow. Dec 1. Mallam, Staple-inn, Holborn
Forbes, Ann, Upper Manor-st, Chelsea. Oct 21. Mason, Maddox-st, Regent-st
Holt, Mary, Broadhagh, Rochdale, Lancashire, Spinster. Nov 13. Stranding, Jun, Rochdale
Hume, Maria, Bryanston-sq, Widow. Nov 12. Braikenridge, Bartlett's-bldgs, Holborn-circus
Jowitt, Isaac, Huddersfield, York, Plasterer. Dec 11. Fisher, Huddersfield
Lambert, Matilda, Camden-rd, Widow. Dec 9. Walker & Martineau, King's-rd, Gray's-inn
Mortimer, Rev Geo Ferris Whildon, Eccleston-sq. Dec 13. Mackenzie & Co, Crown-et, Old Broad-st
Paine, David, Gamlingsay, Cambridgeshire, Farmer. Dec 16. Chapman, Biggleswade
Peate, Andrew, Weston, Salop, Miller. Jan 11. Minshall, Orwestry
Perry, Stephen, Needham Market, Suffolk, Gent. Dec 2. Hayward & Sons, Needham Market
Preston, Geo, Horbury, York, Gent. Dec 1. Holt & Sons, Horbury

Reynolds, Stephen, Lpool, Coffee House Keeper. Nov 15. Gould, Moretonhampstead
 Rolph, Caroline, Clifton, Bristol, Widow. Nov 30. Scarlett, Thornbury
 Skinner, John, Tonbridge, Kent, Gent. Jan 1. Stenning, Tonbridge
 Ward, Ellis, Gt Malvern, Worcester, Widow. Nov 1. Masefield & Sons, Ledsbury
 Wilkinson, Chas, Sandfield, Tunbridge Wells, Kent, Gent. Dec 11.
 Mitchell & Chapple, Queen-st, Cheapside
 Wilkinson, Edw'd, Tottenham Mews, Middlesex Hospital. Nov 18.
 Bailey & Co, Berners-st
 Johnston, Sophia Martha, St John's-st-rd, Clerkenwell. Dec 31.
 Broughton, Finsbury-sq

TUESDAY, Oct. 17, 1871.

Apps, Wm, Branchley, Kent, Farmer. Dec 1. Gorham & Warner, Tonbridge
 Best, Eliza, Amberley-rd, Harrow-rd, Paddington. Nov 11. Frost, Leadenhall-st
 Blackburn, Jas Berry, Norwich, Currier. Nov 1. Miller & Co, Norwich
 Boraston, John, Birm, Grocer. Nov 10. Walford, Birm
 Brierley, John, Acton Burnell, Salop, Butler. Dec 15. York, Birm
 Clegg, Jas, Haslingden, Lancashire, Timber Dealer. Nov 15. Standring, jun, Rochdale
 Cobley, Robt, Wellingborough, Northampton, Hay Salesmen. Nov 8. Cook, Wellingborough
 Cruise, Richd, City-rd, Gent. Dec 13. Stevens, Bucklersbury
 Dawson, Fras Dennis Maesy, Lincoln's-inn, Barrister-at-law. Dec 1. Woodroffe & Plaskitt, New-sq, Lincoln's-inn
 Figg, Jane, Aylesbury, Buckingham, Widow. Nov 24. Mallam, Oxford
 Grant, Thos Morris, Clarendon-villas, South Hackney, Gent. Nov 1. Harris, Bishopgate-churchyard
 Gregory, Jas Christopher, Chertsey, Surrey, Solicitor. Dec 29. Gwillim, Chertsey
 Griffith, Mary, Lpool, Widow. Nov 17. Keightley & Banning, Lpool
 Hunt, Josiah, Speenhamland, Berks, Wine Merchant. Nov 14. Cave, Newbury
 Ives, Geo, Gt College-st, Camden-town, Gent. Nov 20. Jones, Hart-st, Biomsbury-sq
 Jennings, Jane, Shrewsbury-rd, St Stephen's-sq, Bayswater, House-keeper. Dec 13. Stevens, Bucklersbury
 Phillips, Ann, Penzance, Cornwall, Widow. Nov 30. Thomas, Penzance
 Poulton, Ann, Little Caulfield, Essex, Spinster. Nov 30. Wade & Knocker, Dunmow
 Roads, John, Camden-rd, Farmer. Nov 15. Garrett, Doughty-st
 Shepherd, Wm, sen, Wymeswold, Leicestershire, Farmer. Nov 29. Brewster, Netts
 Sunley, John Maltby, New Grove, Bromley, Merchant. Nov 10. Kiss & Son, Fen-et, Fenchurch-st
 Walshaw, Joseph, Dewsbury, York, Woolstapler. Dec 1. Schollefield & Oldroyd, Dewsbury
 Webster, John, Sheffield, Gent. Nov 10. Webster, Sheffield
 Whitfield, Richd, Lockley Wood, Salop, Retired Miller. Nov 24. Heane, Newport

Bankrupts.

FRIDAY, Oct. 13, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Cottetman, Watson, Nelson-sq, Peckham, Clerk. Pet Oct 10. Brougham. Oct 24 at 1
 Harrison, H Boobyer, St Paul's-rd, Lorrimore-sq, Walworth. Pet Oct 5. Roche. Oct 23 at 1
 La Guidara, John G, Fenchurch-st, Merchant. Pet Oct 10. Roche. Oct 27 at 12
 Maugham, Alex, Paradise-rd, Stockwell, Laundryman. Pet Oct 11. Brougham. Oct 31 at 11
 McFarlane, Geo, Geo Sprague Henry, & Edw'd Hamilton Vernon, St Michael's-house, St Michael's-st, Cornhill, Merchants. Pet Oct 9. Brougham. Oct 26 at 1
 Mytton, Hy Whitehead, Mark-lane, Wine Merchant. Pet Oct 11. Roche. Oct 27 at 1
 Nadal, Jean, Newman-st, Oxford-st, Hydraulic Engineer. Pet Oct 10. Roche. Oct 26 at 12
 Sandell, Seymour, High-st, Shoreditch, Naturalist. Pet Oct 9. Brougham. Oct 26 at 12.30
 Wells, Joseph, Queen's Down-rd, Hackney, Licensed Victualler. Pet Oct 10. Roche. Oct 27 at 11

To Surrender in the Country.

Armstrong, Wm, Newcastle-on-Tyne, Grocer. Pet Oct 10. Mortimer. Newcastle, Oct 28 at 12
 Bassett, Geo, Shorne Ridgway, Kent, out of business. Pet Sept 27. Acworth. Rochester, Oct 14 at 11
 Barron, Edw'd Chas, Lpool, Milliner. Pet Oct 9. Watson. Lpool, Oct 24 at 2
 Caidon, Geo, Salisbury, Wilts, Draper. Pet Oct 9. Wilson, Salisbury, Oct
 Chapman, Thos, & Joseph Shaw, Halifax, York, Contractors. Pet Oct 9. Rankin. Halifax, Oct 27 at 10
 Crewe, Saml, Blackpool, Lancashire, Innkeeper. Pet Oct 10. Myres. Preston, Oct 27 at 11
 Northrop, Jonathan, Saml Tetley, jun, Wm Harrison Tetley, Geo Her-ring Ward, Wakefield, York, Manufacturers. Pet Oct 10. Robinson. Bradford, Oct 24 at 9
 Reeve, Robt, Beccles, Suffolk, Butcher. Pet Oct 9. Chamberlin. Gt Yarmouth, Oct 30 at 12
 Smith, Alfd, Clifton, Bristol, Fly Proprietor. Pet Oct 7. Harley. Bristol, Oct 25 at 12
 Tomlinson, Wm, Derby, Gent. Pet Oct 10. Weller. Derby, Oct 27 at 12
 Ward, Joshua Castle, Bilton, Warwick, Farmer. Pet Oct 10. Kirby. Coventry, Oct 30 at 12

TUESDAY, Oct. 17, 1871.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Burmester, John, residing out of England. Pet Oct 12. Roche. Oct 30 at 11
 Manning, Joseph, Kingsland-rd, Victualler. Pet Oct 13. Brougham. Oct 30 at 11.30
 Menzies, A J, Ryder-st, St James's. Pet Oct 13. Brougham. Oct 31 at 12
 Prett, Robt, Elizabeth-st, Eaton-sq, Cowke eper. Pet Oct 14. Brougham. Oct 30 at 12
 Roberts, John Robt, London-rd, Southwark, Potato Salesman. Pet Oct 12. Brougham. Oct 31 at 11

To Surrender in the Country.

Chetham, Fredk, London, Stafford, Manufacturer of Earthenware. Pet Oct 13. Keary. Stoke-upon-Trent, Nov 10 at 11
 Clure, Geo Digby, Leicester, Boot Manufacturer. Pet Oct 13. Ingram. Leicester, Oct 30 at 12
 Merry, Geo Edw'd, & Albert Jas Merry, Lenden, Essex, Millers. Pet Oct 11. Barnes. Colchester, Nov 9 at 10
 Millington, Danl, Tipton, Stafford. Pet Oct 14. Walker. Dudley, Oct 24 at 12
 Nuttall, Fras Dixon, Nut-grove, nr St Helen's, Lancashire, out of business. Pet Oct 13. Watson. Lpool, Oct 31 at 2
 Perkins, Fras Heineken, Llanelly, Carmarthen, Coal Merchant. Pet Oct 12. Lloyd. Carmarthen, Oct 27 at 11.30
 Shuttleworth, Percival, Handsworth, Stafford, Comm Agent. Pet Oct 12. Chaundler. Birm, Nov 8 at 1

BANKRUPTCIES ANNULLED.

FRIDAY, Oct. 13, 1871.

Hache, Thos, Swansea, Glamorgan, Licensed Victualler. Oct 10
 Shapto, Robt C, Duncombe, Cromwell-houses, South Kensington, Gent. Oct 11
 Wortley, John Lyall, Heigham, Norwich, Draper. Sept 29

TUESDAY, Oct. 17, 1871.

Barker, Richd, Huddersfield, York, Silk Mercer. Oct 13

Seymour, Maria, Surbiton, Surrey, Widow. Oct 13

Liquidation by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Oct. 13, 1871.

Bancroft, Geo, Manch, Stationer. Oct 31 at 4, at offices of Addleshaw, King-st, Manch
 Boston, Fredk, Exeter, Butcher. Oct 30 at 11, at offices of Campion, Bedford-circus, Exeter
 Boulton, Chas, Pontefract, York, Solicitor. Oct 25 at 1, at office of Barratt, Barstow-sq, Wakefield
 Breton, Walter, Cannon-st, Chemist. Oct 23 at 11, at offices of Eady & Champion, Gt Winchester-st-bldgs
 Carter, Geo Edw'd, Birm, Pork Butcher. Oct 23 at 3, at offices of Parry, Bennett's-hill, Birm
 Carter, Thos Moore, Bath, Engineer. Oct 29 at 11, at office of Dyer, North-parade, Bath
 Chapple, James, Hythe, Hants, Draper. Oct 25 at 2, at offices of Whit-taker, Sussex-rd, Pound-tree-lane, Southampton
 Christopher, Richd Bond, Fenciuadd, Glamorgan, Colliery Proprietor. Oct 23 at 11, at 14, Park-st, Llanelly
 Coupland, Chas, & John Markham, Kingston-upon-Hull, Bricklayers. Oct 25 at 11, at offices of Jacobs, County-bldgs, Land of Green Ginger, Kingston-upon-Hull
 Darling, Hy, Newcastle-upon-Tyne, Bootmaker. Oct 27 at 11, at offices of Sewell, Grey-st, Newcastle-upon-Tyne
 Devine, John, Manch, Comm Agent. Nov 1 at 3, at offices of Rylance, Essex-st, King-st, Manch
 Dickinson, Alfd, Ware, Herts, Carpenter. Oct 23 at 1, at offices of Foster, Corn Exchange, Ware
 Dudley, Joseph, Roseville, Colesey, Stafford, Pumpmaker. Oct 24 at 11, at office of Stokes, Priory-st, Dudley
 Eglington, John, Sedgley, Stafford, Grocer. Oct 28 at 11, at offices of Barrow, Queen-st, Wolverhampton
 Emery, John, King's Head-st, Pudding-lane, Builder. Oct 26 at 3, at offices of Peckham & Co, Gt Knight Rider-st, Doctors'-commons
 Farmer, Richd jun, Dutton, Northampton, Gardener. Oct 30 at 12, at office of White, Lurgate, Northampton
 Fleming, Thos, Landpr, Hants, Hair Dresser. Oct 19 at 11, at offices of Walker, Union-st, Portsea
 Fothergill, John, Heywood, Lancashire, Corn Miller. Oct 31 at 3, at offices of Reddish, Brown-sq, Manch
 Grace, Jas, Cardiff, Glamorgan, Bootmaker. Oct 27 at 11, at offices of Stephens, Butte-crescent, Butte Docks, Cardiff
 Gill, Edw'd Hy, Birm, Jeweller. Oct 25 at 3, at offices of Parry, Bennett's-hill, Birm
 Gourlay, John, Newcastle-upon-Tyne, Tobaccoist. Oct 26 at 12, at offices of Allan & Davies, Griniger-st, Newcastle-upon-Tyne
 Haigh, Darius, Leeds, Comm Agent. Oct 23 at 11, at offices of Pullan, Bank-chambers, Park-row, Leeds
 Hones, Thos, Blackfriars-rd, Ironmonger. Oct 27 at 11, at 8, Glitpur-at
 Herbert, Alf, Stapleton, Leicester, Carpenter. Oct 25 at 3, at offices of Preaton, Church-st, Hinckley
 Holliday, Barker, Sminington, York, Publican. Oct 27 at 11, at offices of Jackson, Malton
 Houlston, Joshua, Roby, Lancashire, Licensed Victualler. Oct 25 at 2, at offices of Worship, Dale-st, Lpool
 Hudson, Thos Twells, West Retford, Notts, Veterinary Surgeon. Oct 31 at 12, at the Newcastle Arms Inn, West Retford. Mee & Co, East Retford
 Jowett, Danl, Bradford, York, Tailor. Oct 30 at 10, at offices of Rhodes, Duke-st, Bradford
 Lawley, Thos, Kidderminster, Worcester, Grocer. Oct 26 at 4, at office of Crowther, Vicar-st, Kidderminster
 King, Geo, Manch, Oil Merchant. Oct 24 at 4, at offices of Addleshaw, King-st, Manch
 Lloyd, Edw'd, Tottenham-court-rd, Milliner. Oct 30 at 2, at offices of Honey & Co, King-st, Cheapside

Lynn, Maria, Diss, Suffolk, Schoolmistress. Oct 26 at 2, at office of Brook, Diss
 May, Hy, Fredk May, & Albert May, Lpool, Painters. Oct 31 at 2, at office of Jonathan Co, South Castle-st, Lpool
 Moore, Wm, Neath, Glamorgan, Baker. Oct 26 at 12, at office of Kempthorne, Duffryn-chambers, Neath
 Murray Josiah, Norwich, Carpenter. Oct 24 at 3, at offices of Miller & Co, Bank-chambers, Norwich
 Park, Matthew, Leeds, Tailor. Oct 25 at 12, at offices of Bond & Barwick, Albion-pl, Leeds
 Raitz, David, Houghton-le-Spring, Durham, Grocer. Oct 30 at 3, at offices of Graham & Graham, John-st, Sunderland
 Remshaw, Wm, Northampton, Jeweller. Oct 27 at 12, at office of Shoosmith, Newland, Northampton
 Sherratt, Augustus John, Horsham, Sussex, Farmer. Nov 6 at 2, at offices of Paterson & Co, Bonner-st, Fleet-st
 Slight, Wm, Nottingham, Plumber. Oct 25 at 12, at offices of Simpson, St Peter's-chambers, Nottingham
 Smith, Arthur, Grosvenor-ter, Clapham Junction, Draper. Oct 30 at 12, at offices of Smith & Co, Broad-st, Chesham
 Solomon, Frank, Clevedon, Somerset, Milliner. Oct 26 at 11, at the Cannon-st Railway Terminus Hotel, Woodforde, Clevedon
 Taylor, Geo, Worcester, Grocer. Oct 23 at 1, at offices of Clutterbuck, High-st, Worcester
 Terry, Jas, Deal, Kent, Butcher. Oct 26 at 3, at the Bell Hotel, Sandwich. Mercer, Deal
 Thomas, Rees, Carmarthen, Bootmaker. Oct 23 at 11, at the Townhall, Carmarthen. Lloyd, Haverfordwest
 Townshend, Walter Waters, Eastbourne, Sussex, Journeyman Printer. Oct 28 at 12, at the Crown Hotel, Lewes
 Tuckett, Michael Shum, Bishopston, Gloucester, out of business. Oct 24 at 11, at the Swan Hotel Bridge, Bristol. Tucker, Bishopston
 Vaughan, Wm, Maeslaff, Glamorgan, Mailster. Oct 24 at 11, at the Castle Hotel, Bridgend
 Ward, Energy, Philpot-st, Commercial-rd, Boot Manufacturer. Nov 1 at 3, at offices of Stocken & Jupp, Leadenhall-st
 Wardley, Chas, Chorlton-upon-Medlock, Manch, Calico Printers. Oct 30 at 12, at offices of Sale & Co, Booth-st, Manch
 Wardley, Jas, Valemont, Over Darwen, Lancashire, Calico Printers. Oct 30 at 11, at offices of Sale & Co, Booth-st, Manch
 Wardley, Jas, & Chas Wardley, Manch, Calico Printers. Oct 27 at 3, at the Royal Hotel, Mosley-st, Manch. Sale & Co, Manch
 Warrington, Thos, Church-st, Camberwell, Tobaccoist. Oct 23 at 3, at office of Marshall, Hatton-garden
 Watson, Thos, Saville-ter, nr Dewsbury, York, Oil Merchant. Oct 25 at 3, at office of Scholes & Bransy, Leeds-rd, Dewsbury
 Wells, Jas, Harrow-lane, Leytonstone, Coal Merchant. Oct 26 at 4, at office of Bain, Arnold-ter, Bow-rd. Turner, Copthall-bldgs, Throgmorton-st
 Wells, Joseph, Birm, Provision Dealer. Oct 23 at 2, at offices of Lowe, Temple-st, Birm
 Westbrook, Chas, Ealing, Cabinet Maker. Oct 31 at 3, at offices of Ashurst & Co, Old Jewry
 Worrall, Hy, Chesterfield, Derby, Saddler. Oct 26 at 12, at the Rutland Arms, Knifesmith-gate, Chesterfield
 Wright, John, Gt Grimsby, Lincoln, Builder. Oct 27 at 11, at offices of Stephenson, Victoria-st West, Gt Grimsby

THURSDAY, Oct. 17, 1871.

Balls, Chas, Birm, Corn Dealer. Oct 27 at 12, at offices of Burton, Union-chambers, Union-passag, Birm
 Beaven, John, Gt Marlow, Bucks, Grocer. Nov 3 at 12, at the Crown Hotel, Gt Marlow. Bating, Gt Marlow
 Bindon, Geo Torrey, Portishead, Somerset, Licensed Victualler. Oct 31 at 2, at offices of Beckingham, Albion-chambers, Broad-st, Bristol
 Bond, Hy, Swindon, Wiltz, Silversmith. Oct 25 at 12, at the Goddard Arms Hotel, High-st, Swindon. Foote, Swindon
 Brooks, John, Heaton Norris, Lancashire, Cotton Waste Dealer. Oct 23 at 3, at office of Johnston, Vernon-st, Stockport
 Burnett, John, & Thos Weddall, Salford, Lancashire, Joiners. Nov 6 at 2, at office of Addleshaw, King-st, Manch
 Caffin, Wm Alld, Southsea, Hants, Tailor. Nov 1 at 3, at offices of Marvin, jun, Marmion-pl, Grove-rd, Southsea
 Calvert, Wm, Sherburn, York, Grocer. Oct 31 at 2, at the Black Lion Inn, Malton. Richardson, Scarborough
 Charlton, Hy, Bristol, Wine Merchant. Oct 30 (not 26 as in Gazette of Oct 10) at 3, at offices of Alexander & Daniel, Broad-st, Bristol. Beckingham, Bristol
 Clark, Saml, Landport, Hants, Draper. Oct 24 at 12, at office of Haigh, King-st, Chesham
 Clarke, Jas, Edgely, Stockport, Cheshire, Flour Dealer. Oct 30 at 11, at offices of Vaughan & Son, Tiviot Dale, Heaton Norris
 Clay, Chas, Whitson, York, Grocer. Oct 27 at 12, at offices of Marsh & Edwards, Westgate, Rotherham
 Cook, Geo, Sparkbrook, Worcester, Builder. Oct 25 at 11, at offices of Allen, Union-passag, Birm
 Crump, Jas, Shrewsbury, Salop, Butcher. Oct 30 at 12, at office of Clarke, Swan-hill, Shrewsbury
 Davis, Hy John Thos, Landport, Hants, Furniture Dealer. Oct 30 at 3, at office of Blake, Union-st, Portsea
 Davis, Wm, Hartlebury, Worcester, Market Gardener. Oct 27 at 3, at offices of Sanders, jun, Mill-st, Kildermister
 Ditchfield, Geo, Stockport, Cheshire, Newsagent. Oct 26 at 11, at office of Reddish & Lake, Gt Underbank, Stockport
 Dykins, Mary, Bangor, Carnarvon, Grocer. Nov 6 at 2, at the Ermine Hotel, Flookersbrook, Chester. Foulkes, Bangor
 Elphinstone, Adam, Prince's-st, Leicester-sq, Tailor. Oct 26 at 2, at 24, Red Lion-sq, Holborn. Maynard, Clifford's-inn
 Fisher, Job, Portwood, Cheshire, Wheelwright. Oct 30 at 3, at office of Fox, St Anne-st, Manch
 Flawn, Richd Wm, Greenhill-rd, Harrow-on-the-Hill, Baker. Oct 30 at 12, at offices of Lambert & Ramekill, Lower Thames-st
 Francis, David, Aberavon, Glamorgan, Grocer. Nov 2 at 3, at offices of Tennant, Aberavon
 Franklin, Saml, Dartmouth-rd, Hammer-smith, Boker. Nov 1 at 2, at offices of Venn, New-inn, Strand
 Furber, Edmd, Lit George-st, Westminster, Licensed Victualler. Nov 2 at 2, at offices of Tatham, Gt Knight Rider-st, Doctors'-commons

Garnham, John, Camden-ter, Gipsy-hill, Builder. Oct 30 at 2, at offices of Edwards, King-st. Turner, King-st, Chesham
 Gaudin, Jas, Middlesborough, York, Draper. Oct 27 at 11, at offices of Dobson, Gosford-st, Middlesborough
 Gibson, Wm, Haxey, Lincoln, no occupation. Nov 2 at 11 at the Great Northern Hotel, Haxey. Oldman & Iveson
 Giddings, John, Northampton, Draper. Oct 31 at 3, at office of Beeks, Market-sq, Northampton
 Grayston, John, Trimley, St Mary, Suffolk, Blacksmith. Nov 7 at 12, at office of Pollard, St Laurence-st, Ipswich
 Hancock, Thos, St Austell, Cornwall, Auctioneer. Oct 23, at offices of Meredith, St Austell, in lieu of the place originally named
 Hawkes, John, Hornsey Rise, Hornsey-rd, Builder. Nov 1 at 2, at office of Tilley, Finsbury-pl, South
 Hawkins, Chas, Exeter, Club-house Keeper. Oct 30 at 12, at the London & South-Western Hotel, Paul-st, Exeter. Rogers, Exeter
 Hayward, Wm, Wolverhampton, Stafford, Hairdresser. Oct 30 at 11, at offices of Cresswell, Bilston-st, Wolverhampton
 Ingman, Geo Bland, Four Posts, Milbrook, Hants, Tutor. Oct 27 at 3, at 2, High-st, Southampton. Hickman, Southampton
 Jervis, John Jas, Wolverhampton, Stafford, Boot Manufacturer. Oct 30 at 4, at offices of Stratton, Queen-st, Wolverhampton
 Jones, Jenkin, Penlanlas, Cardigan, Farmer. Oct 23 at 2, at the Townhall, Carmarthen. Lloyd, Haverfordwest
 Keeton, Wm, Sheffield, Grocer. Oct 31 at 4, at offices of Broomhead & Co, Bank-chambers, George-st, Sheffield
 Kennedy, Chas, Birm, Attorney-at-Law. Oct 27 at 3, at offices of Parry, Bennett's-hill, Birm
 Knight, Joseph Jordan, & Jas Green Mills, Cannon-st, General Warehousemen. Oct 31 at 2, at the Guildhall Coffee-house, Gresham-st
 Walters & Gush, Finsbury-circus
 Knowles, John Marshall, Stockport, Cheshire, Glider. Oct 25 at 11, at offices of Reddish & Lake, Gt Underbank, Stockport
 Lidsar, Brislery, Sheffield, Grocer. Oct 30 at 12, at offices of Branson & Son, Bank-bldgs, Bank-st, Sheffield
 Lord, Wm, Rochdale, Lancashire, Painter. Nov 2 at 11, at the White Swan Inn, Yokshire-st, Rochdale. Standing, jun, Rochdale
 Manning, Joseph, Kingland-rd, Victualler. Oct 31 at 3, at offices of Roffey, Old Jewry
 Marks, Thos, Maidenhead, Berks, Baker. Nov 1 at 12, at the White Hart Inn, Maidenhead
 Masters, Jacob Christian, Old-st, St Luke's, Boot Manufacturer. Nov 7 at 3, at offices of Digby & Liddle, Clement's-lane, Lombard-st
 Matthews, Wm, The Garth, Bassaleg, Monmouth, Grocer. Oct 27 at 12, at offices of Lloyd, Bank-chambers, Newport
 Moulder, Wm, Walsall, Stafford, Baker. Oct 27 at 11, at offices of Glover, Park-st, Walsall
 Owen, Wm, Geo, Gt St Helen's, Comm Agent. Oct 30 at 12, at 7, Gresham Montagu, Bucklersbury
 Parker, Chas, Huddersfield, York, Tea Dealer. Oct 23 at 12, at offices of Hoop & Co, Lockwood's-gd, Huddersfield
 Parkin, Hy, Sheffield, Draper. Oct 25 at 12, at the Cutler's-hall, Sheffield. Badger, Rotherham
 Penzer, Thos, Walsall, Stafford, Grocer. Nov 3 at 12, at offices of Duignan & Co, The Bridge, Walsall
 Pitcher, Hy Purcell, St George's-rd, Southwark, Builder. Oct 30 at 11, at offices of Heath, Basinghall-st
 Plant, John Dudson, Monk's Coppenthal, Cheshire, Builder. Oct 27 at 3, at the Palatine Hotel, Manch. Sheppard, Crewe
 Potter, Wm, Romford, Essex. Oct 26 at 2, at offices of Hillsleys & Tunstall, Fenchurch-bldgs
 Preston, Joseph, Lady-moor, Stafford, Boiler Maker. Oct 23 at 2, at office of Bowen, Mount Pleasant, Bilston
 Price, Edwin, Bedwellty, Monmouth, Chemist. Nov 7 at 12, at the Castle Inn, Tredegar. Dixon, Pontymister, Newport
 Price, Richd Purcell, Shrewsbury, Salop, Wine Merchant. Oct 26 at 11, at the Lion Hotel, Wyle Cop, Shrewsbury. Morris
 Rea, Wm, Stockport, Chester, Commercial Clerk. Oct 26 at 3, at office of Smith, Gt Underbank, Stockport
 Roberts, Evan, Barugh-green, Barnsley, York, Book-keeper. Oct 31 at 3, at offices of Tyas & Harrison, Regent-st, Barnsley
 Siddons, John, Dudley, Worcester, Writing Clerk. Oct 30 at 11, at offices of Lowe, Wolverhampton-st, Dudley
 Simpson, Zachariah, Diss, Norfolk, Banker. Nov 3 at 11, at the King's Head Inn, Diss. Lewis & Co, Old Jewry
 Sington, Nathan, Manch, Drysalter. Oct 31 at 3, at offices of Sale & Co, Booth-st, Manch
 Smith, Chas, Armagh-rd, North Bow, Licensed Victualler. Oct 27 at 12, at 18, Lansdown-ter, Grove-rd, Victoria-pk. Hicks, Bevois-st, Basinghall-st
 Stafford, Robt, & John Baker, Sunderland, Durham, House Builders. Oct 26 at 11, at offices of Skinner, John-st, Sunderland
 Sturgess, Edmd Barber, Heaton Norris, Lancashire, Agent's Clerk. Oct 27 at 11, at offices of Reddish & Lake, Gt Underbank, Stockport
 Tebbutt, Chas, & Jas Walden, Leicester, Boot Manufacturers. Oct 30 at 12, at offices of Morris & Son, Friar-lane, Leicester
 Tillett, Fred, City-rd, Manager at Wine Stores. Oct 26 at 2, at offices of Bish, Botolph-lane
 Tomlinson, John Hinks, Church-st, Edgware-rd, Pawnbroker. Oct 30 at 2, at the Inn of Court Hotel, High Holborn. Clarke, St Mary's-sq, Paddington
 Vinton, Geo Fitcher, Maida vale, Nurseryman. Oct 26 at 2, at offices of Truefitt, Essex-st, Middle Temple
 Walker, Geo, Stockport, Cheshire, Schoolmaster. Oct 28 at 11, at offices of Reddish & Lake, Gt Underbank, Stockport
 Walton, Chris, jun, Knaresborough, York, Gent. Oct 23 at 1, at offices of Hirst & Capes, Knaresborough
 Walton, Joseph, Lower Marsh, Lambeth, Fruitster. Oct 31 at 12, at offices of Bland, York-rd, Lambeth
 Webber, Geo, Clifton, Bristol, Hairdresser. Oct 26 at 12, at offices of Hancock & Co, John-st, Bristol. Bedell
 Wilson, Wm, Lindley, nr Huddersfield, York, Bookseller. Oct 27 at 2, at office of Payne, John William-st, Huddersfield
 Wordsle, Wm Chas, Seymour-st, Easton-sq, Bootmaker. Oct 24 at 2, at offices of Cooke, Gresham-bldgs, Guildhall
 Wright, Thos, Heaton Norris, Lancashire, Milk-seller. Oct 27 at 11, at offices of Vaughan, Tiviot Dale, Heaton Norris

SUBSCRIPTION FOR 1,500 SHARES OF £100 EACH,
PART OF 2,500 SHARES, CONSTITUTING THE ORDINARY SHARE CAPITAL OF
THE NANTYGLO AND BLAINA IRONWORKS COMPANY,
LIMITED.

These Shares are entitled to rank for Dividends up to 8 per Cent. per Annum, after a similar Dividend has been paid on the Preference Shares, and are further entitled to participate rateably with the Preference Shares in all Surplus Profits.

Price £80 per £100 Share.

Payable as follows—£10 on each Share, payable on Application. £20 on Allotment. £25 on 20th November, 1871. £25 on 20th December, 1871. Total £80. Or, at the option of Subscribers, the whole amount can be paid up on Allotment, under discount at 8 per cent. per annum on such prepayments.

Messrs. SHORTER & KING are authorised to dispose of 1,500 Shares of £100 each, part of 2,500 Shares, which constitute the Ordinary Share Capital of the Nantyglo and Blaina Ironworks Company, Limited.

The Shares are entitled to rank for Dividend up to 8 per cent. per annum, after a similar Dividend has been paid on the Preference Shares, and are further entitled to participate rateably with the Preference Shares in all surplus profits.

The price of the Shares now offered for Subscription is £80 per £100 Share, payable at the dates above-mentioned, or, at the option of Subscribers, the whole amount may be paid up on Allotment, under discount at the rate of 8 per cent. per annum on such prepayments.

In offering these Shares to the Public, Messrs. Shorter & King desire specially to point out the very encouraging results attained by the following well-managed undertakings, as is demonstrated by the current quotations of their Ordinary Shares, which, it will be seen by the undermentioned statement, are at highly satisfactory Premiums.

Name of Company.	Amount paid per share.		Price.	
	£	s. d.	£	s.
Ossett Iron Company, Limited	7	10 0	6	to 6½ Premium
Midland Iron Company, Limited	5	0 0	6	to 8 Premium
Bolckow, Vaughan, & Company, Limited	30	0 0	33	to 38 Premium
Parkgate Iron Company, Limited	65	0 0	7	to 9 Premium
Staveley Iron and Coal Company	60	0 0	44	to 46 Premium

The prospects of the iron trade throughout the country were

never more encouraging than at the present period, large profits being earned by all the leading Iron and Coal Companies.

It will be seen, therefore, that the Shares of the Nantyglo and Blaina Ironworks Company, Limited, at the price they are now offered, viz.: £80 for each £100 Share, present a very favourable opportunity to those seeking a remunerative and improving investment based upon a home undertaking of a solid and industrial character.

Provisional Certificates will be issued in exchange for the Bankers' receipts, until the instalments are fully paid up, when the Shares will be transferred into the name of each applicant free of all stamp duty, and the Share Certificates of the Company will then be forwarded.

The Allotment of the Shares will be made in the following order:—

Applications from holders of Preference Shares in the Company who desire to pay up in full on allotment for investment under discount will be entitled to priority.

Applications from others who desire to pay up in full on allotment for investment under discount will be next entertained.

Applications from persons wishing to pay up by Instalments will then be considered.

If no allotment be made, the deposit will be returned in full, forthwith, without deduction.

Applications, accompanied by the payment of £10 on each Share applied for, will be received in the Form enclosed herewith, which must be filled up and forwarded to the London and County Bank, 21, Lombard-street, E.C., London, or its Branches; or to Messrs. Shorter & King, 26, Birchin-lane, E.C., London, of whom Prospectuses may be had.

26, Birchin-lane, London, 20th October, 1871.

**THE DIRECTORS AND OFFICERS OF THE
NANTYGLO AND BLAINA IRONWORKS COMPANY, LIMITED,**

ARE:

Directors.

The Right Hon. W. N. MASSEY, London, CHAIRMAN.
JAMES CARLTON, Esq., Manchester, DEPUTY-CHAIRMAN,
(Messrs. Carlton, Walker, Watson & Co.).
Lieut.-Col. P. T. FRENCH, Chairman of the Bombay,
Baroda and Central India Railway Company, London.
JOHN GRAVE, Esq., the Mayor of Manchester, Manchester.

Solicitors—Messrs. BISCHOFF, BOMPAS & BISCHOFF, 4, Great Winchester-street-buildings, E.C., London.

Secretary—JOHN ROBERTS, Esq.

OFFICES—8, GREAT WINCHESTER STREET BUILDINGS, E.C., LONDON.

The following particulars regarding the position and prospects of the undertaking are extracted from the statement of the Company, on the Issue of the Preference Shares:—

"This Company is formed to purchase the whole of the celebrated works, known as the Nantyglo and Beaufort Iron and Coal Works, lately the property of Messrs. Joseph & Crawshaw Bailey, and also the entire properties owned by the Blaina Iron and Coal Works Company, Limited, and known as Blaina, Cwm Celyn and Trostrae, all situated in Monmouthshire and Breconshire, with a view to amalgamate the whole, and work the same under the management of one Company.

With properties of such reputation it is not necessary to enlarge upon their merits. Messrs. Bailey, who have owned the first-mentioned Properties for about half-a-century, having realised from them an ample fortune, whilst the Blaina Company is in full tide of prosperity.

Messrs. Bailey having decided to retire from active business, the opportunity has been afforded of acquiring properties which otherwise would be unattainable, while the proximity of the Blaina Company's Works, which immediately adjoin the former, will, by the union of both properties, enable them to be advan-

tageously developed and rendered more productive, with important economy and saving in the working of each, which will result greatly to the benefit of the new Company.

James Carlton, Esq., the Chairman of the Blaina Company, and John Richardson, Esq., a Director of the same Company, have consented to join the Board of the new Company, thus securing the valuable connections and experience of the Blaina Company to the new undertaking, with the transfer of their entire property and assets.

The accompanying detailed Report, by Messrs. William Bird & Co., will give some idea of the magnitude of the properties, and furnishes the following facts:—

The estates contain about 2,000 acres of freehold land, and about 3,000 acres leasehold, making a total estimated acreage of about 5,000 acres.

Communication by means of the Great Western, London and North Western, Rhymney, Monmouthshire, and other Railways, as well as canal accommodation, is afforded with every principal port and station in the kingdom.

The properties produce Coal, Ironstone, Limestone, Fireclay, and all material necessary for the manufacture of Pig Iron, Castings, and Wrought Iron.